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MASTER DEED

OF

THE RIVERVIEW RESORT CONDOMINIUM

37 NEPTUNE LANE CORPORATION, a Massachusetts business corporation, with an address of 37 Neptune Lane, South Yarmouth, Massachusetts 02664, (hereinafter referred to as the "Declarant") as sole owner of the premises located at 37 Neptune Lane, South Yarmouth, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A and Chapter 183B of the General Laws of Massachusetts and proposes to create, and hereby does create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A and Chapter 183B, and to that end declares and provides the following:

(1) Name. The name of the Condominium shall be THE RIVERVIEW RESORT CONDOMINIUM.

(2) Description of Land. The premises which constitutes the Condominium is located at 37 Neptune Lane, South Yarmouth, Massachusetts, such land, together with the buildings and improvements thereon, is shown on the plan of The Riverview Resort Condominium, prepared by Down Cape Engineering, Inc., filed with the Barnstable County Registry of Deeds in Plan Book 538, Page 1, being more particularly described in Exhibit "A" attached hereto.

(3) Description of the Buildings. The Condominium consists of one (1) building.

The building contains a total of forty-nine (49) units, is of concrete block construction having concrete block walls, cement floors and a poured concrete foundation, crawl space walls, concrete block sidings, asphalt shingle and rubber roof, brick chimneys and decks and is two (2) stories in height.

(4) Designation of Condominium Units. The building has been divided into forty-nine (49) units, 1 through 49, respectively. Units 1 through 49 are to be used solely for seasonal resort motel purposes. Common areas and facilities have been provided for these units in accordance with the provisions of this Master Deed. Such units are more particularly described as to designation, location, number of rooms, approximate area and immediately accessible common areas and facilities in Exhibit "B" attached hereto and on the floor plans of THE RIVERVIEW RESORT CONDOMINIUM depicting Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49.

Units 21, 22, 23, 24, 43, 44, 45, 46, 48 and 49 each contain and include a living room, two (2) bedrooms and three (3) bathrooms varying in area between approximately 918 square feet and

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approximately 929 square feet, and each obtains access from a main entrance door to a common area hallway.

Units 25, 26, 27, 28, 37, 38, 39, 40, 41, 42 and 47 each contain and include a living room, one (1) bedroom and two bathrooms varying in area between approximately 610 square feet and approximately 642 square feet, and each obtains access from a main entrance door to a common area hallway.

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32, 33, 34, 35, and 36, each contain a living room/bedroom and one (1) bathroom varying in area between approximately 295 square feet and approximately 299 square feet and each obtains access from a main entrance door to a common area hallway.

Units 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, are hereby granted an exclusive limited use easement for the decks located immediately adjacent to the units as shown on the site and floor plans.

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 are hereby granted an exclusive limited use easement for the patio area located immediately adjacent to the units as shown on the site and floor plans.

No Unit Owner or Timeshare Interval Week Owner (as hereinafter defined) shall make any use whatsoever of an exclusive use easement common area as set forth hereinabove except for the Unit Owner or Timeshare Interval Week Owner whose unit has the benefit of an exclusive use easement for the particular patio or deck area.

The Declarant, prior to the sale of any Unit or Interval Week (as hereinafter defined) therein, may at any time and from time to time change the use and designation of any room or space within such Unit, subject always to the provisions of Section 10 hereof. Any and all work or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of The Riverview Resort Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed. No Unit Owner or Interval Week Owner shall be entitled to make any such change without the consent of all Interval Week Owners in that Unit as well as the consent of the Trustees of The Riverview Resort Condominium Trust.

5) Boundaries of the Units. The floor, ceiling, wall and other boundaries of each of the Units are as follows:

(a) Floors: The upper surface of the concrete flooring.

(b) Ceilings: The plane of the lower surface of the inner most finished ceiling surface.

(c) Interior Walls: The vertical planes of the innermost unfinished surfaces of the interior walls dividing the unit from the other units and common areas and facilities.

(d) Exterior Walls: The vertical planes of the outermost surfaces of the exterior building walls.

(e) Doors and windows: As to the doors, the interior surface thereof; as to the windows, the exterior surface of the glass and window frames and windows.

Notwithstanding any other provisions of this Master Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, no Unit Owner shall have the right to raise the roof or extend the exterior walls outward of his respective Unit in order to create additional building space.

(6) Common Areas. The Common Areas and Facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:

(a) The land described in Exhibit "A" together with the benefit of and subject to the rights and easements referred to in Exhibit "A";

(b) The foundations, structural columns, girders, beams, supports, exterior walls, party walls and common walls and roofs of the buildings, septic system and water lines, and easement for septic system reserve area as more particularly described in Exhibit "A";

(c) All conduits, ducts, pipes, plumbing, wiring, fire and smoke alarm systems, chimneys, flues and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any unit which serve parts of the Condominium other than the unit within which such facilities are contained, and the right to use all such facilities which are situated on the premises and are leased to or otherwise subject to the use and disposition of the Declarant or The Riverview Resort Condominium Trust;

(d) The yards, lawns, driveways, brick patio, waterside deck, walkways and the improvements thereon, the plants, shrubs and lawn areas;

(e) The parking spaces located on the common area shown on the site as well as the appurtenant easement for parking up to twelve (12) motor vehicles on the premises at 20 Neptune Lane as more particularly described in Exhibit "A";

(f) The indoor swimming pool, the lobby/entry area, the game room, the office areas, the basement laundry and storage areas, the hallways, stairways, common microwave oven community room; and

(g) All other elements and features of the Condominium property, however designated or described, excepting only the Units themselves as herein defined and described, and such additional facilities and common areas as may be defined in said Chapter 183A.

The owner or owners of each Unit, hereinafter called the "Unit Owner" shall be entitled to an undivided interest in the Common Areas and Facilities and shall be subject to: (i) the terms and

provisions of this instrument and of the By-Laws of The Riverview Resort Condominium Trust, as defined and described in Section 12 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owner or Owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common areas and facilities, including without limiting the generality, walks, paths, conduits, ducts, pipes, plumbing, septic systems, wiring, chimneys, flues, trash containers and other facilities for the furnishing of utilities and services, subject always, however, to (a) the restrictions and other provisions herein set forth, and (b) rules and regulations promulgated by the Trustees of The Riverview Resort Condominium Trust.

The Trustees of The Riverview Resort Condominium Trust shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof.

The Trustees of The Riverview Resort Condominium Trust shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, and adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of part of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such

encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

(7) Plans. The Site Plan, bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the location of the building included in the Condominium, and the Floor Plan of the building and units included in the Condominium, showing the layout, location, unit designations and dimensions of the Units, and bearing the verified statement of a registered surveyor that said plans fully and accurately depict the same, are recorded herewith as follows:

Site Plan: "Master Plan 'The Riverview Resort Condominium' (South) Yarmouth, Mass. prepared for 37 Neptune Lane Corporation, Scale: 1" = 30', July 2, 1997, Down Cape Engineering, Inc., Civil Engineers Land Surveyors, 939 Main St, Yarmouth, Ma." which plan is recorded with Barnstable County Registry of Deeds in Plan Book 538, Page 1.

Floor Plan: "First Floor Plan - Sheet 2 Units 1 through 28, The Riverview Resort Condominium, (South) Yarmouth, Mass." and "Second Floor Plan - Sheet 3 Units 29 through 49, The Riverview Resort Condominium, (South) Yarmouth, Mass." both prepared for 37 Neptune Lane Corporation, Scale 1" = 10', July 2, 1997, Down Cape Engineering, Inc., Civil Engineers Land Surveyors, 939 Main Street, Yarmouth, Ma." which plans are recorded with said Registry in Plan Book 538, Pages 2 and 3.

(8) Interest of Units in Common Areas and Facilities. Each Unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit "C", annexed hereto and made a part hereof.

(9) Purposes. The Building and each of the forty-nine (49) Units are intended for seasonal resort motel use, seasonal occupancy being limited to the period beginning on the second Friday in February and ending on the first Friday in January of the next year, all as allowed by this Master Deed, the Condominium Trust, By-Laws and applicable laws. The Condominium must continue to be licensed as a motel by the Town of Yarmouth on an annual basis including appropriate licensing pursuant to town requirements for the indoor swimming pool. The Declarant may, until all of said Units have been sold by said Declarant:

(a) lease units which have not been sold for use for seasonal resort motel occupancy; and

(b) use any units owned by Declarant as models for display purposes for the sale or leasing of units.

(10) Restrictions on Use of Units: Unless otherwise permitted by instrument in writing duly executed by the Trustees of

The Riverview Resort Condominium Trust pursuant to the provisions of the By-Laws thereof;

(a) No Unit shall be used other than solely for seasonal resort motel purposes as a one family type or single household unit. For purposes of the Subsection (a) the maximum occupancy of each of the Units in the Condominium is as follows:

(i) Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32, 33, 34, 35, and 36 may be occupied by no more than four (4) people at any time during an Interval Week;

(ii) Units 25, 26, 27, 28, 37, 38, 39, 40, 41, 42 and 47 may be occupied by no more than six (6) people at any time during any Interval Week; and

(iii) Units 21, 22, 23, 24, 43, 44, 45, 46, 48, and 49 may be occupied by no more than eight (8) people at any time during any Interval Week.

(b) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of The Riverview Resort Condominium Trust and regulations which may be adopted pursuant thereto.

(c) The architectural integrity of the building and the Units shall be preserved without modification, and to that end, without limiting the generality, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (c) shall not restrict the right of any Unit Owner to decorate the interior of his Unit(s) as he may desire so long as such Unit Owner shall in no way whatsoever remove or otherwise modify any structural components of his Unit(s).

(d) No pets whatsoever may be kept in any unit at any time by either the Unit Owner, Timeshare Interval Week Owner, or a tenant or guest.

(e) No garbage disposals shall be installed in any unit by any owner or tenant thereof or by any other person.

(f) No ovens, microwave ovens, stove top type burners or other types of cooking facilities, except for coffee makers, may be placed in any Unit by any owner or tenant thereof or by any other person.

(g) All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Trustees.

Said restrictions shall be for the benefit of the Owners of all of the Condominium Units and the Trustees of The Riverview Resort Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in

such manner as permitted or required by law for the continued enforceability thereof. No such Owner shall be liable for any breach of the provisions of this paragraph except such as occurs during his or her ownership thereof.

(11) Amendments. This Master Deed may be amended by an instrument in writing (a) approved by the Owners of Units, or Timeshare Interval Weeks entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of The Riverview Resort Condominium Trust, and duly recorded with the Barnstable County Registry of Deeds, PROVIDED HOWEVER, that:

(a) The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

° No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed, by the Owners of all of the Units and said instrument is thereon designated and registered as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record or a purchase money second mortgage held by the Declarant or its successors or assigns shall be of any force or effect unless the same shall have been assented to by the holder(s) of such mortgage(s);

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A or 183B of the General Laws of Massachusetts shall be of any force or effect.

Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or the Trust

(I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

(iii) to bring this Master Deed or the Trust into compliance with Chapter 183A or 183B of the General Laws of the Commonwealth of Massachusetts; or

(iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to a Unit or one (1) year from the date hereof, whichever first occurs.

(12) Managing Entity. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is The Riverview Resort Condominium Trust under Declaration of Trust dated December 9, 1997, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members in which such owners shall have an interest in proportion to the percentage of undivided interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

SILVIO DIGIOVANNI	49 Glen Road Belmont, MA 02178
CHARLES DIGIOVANNI	17 Philip Road Belmont, MA 02178
JOSEPH A. BUTLER	277 South Shore Drive South Yarmouth, MA 02664

The address of the Trust is: 37 Neptune Lane, South Yarmouth, Massachusetts 02664

Said Trustees have enacted By-Laws, which are set forth in said Condominium Trust, pursuant to and in accordance with provisions of said Chapter 183A of the General Laws of Massachusetts.

(13) Interval Ownership.

The Declarant intends to sell "intervals" in the Condominium Units of the Condominium whereby the purchaser of an interval(s) will acquire an undivided fee simple interest in one or more of said Condominium Units and its furnishings as a tenant in common

with the present owners and successors in interest to each of the owners of the other undivided interests in and to the said Condominium Unit(s) and their furnishings, including, without limitation, the Declarant and its successors in interest, coupled with an undivided interest in the Common Areas of The Riverview Resort Condominium as described in the Master Deed, and further coupled with the exclusive right to use and occupy, as against such owners, the Condominium Unit(s) including all improvements to be made or created and its furnishings during a specified Timeshare Interval or specified Timeshare Intervals each year and no more, all pursuant to the provisions of Massachusetts General Laws Chapter 183B.

By this section of the Master Deed the Declarant intends to establish a common scheme and plan for the use, possession, enjoyment, rental, repair, maintenance, restoration, remodeling and improvement of the Condominium Unit(s) as well as the payment of taxes, common expenses, utilities and other expenses pertaining thereto.

Subsection A. Definitions. For the purposes of this section of the Master Deed, all capitalized terms not specifically defined in this section but which are defined in the Master Deed have the same meanings herein as therein. In addition, the following terms shall have the following meanings unless the context clearly indicates a different meaning therefor.

(a) "Declarant" shall mean The 37 Neptune Lane Corporation or its successors in interest or assignees by express assignment of the rights of Declarant hereunder by instrument executed by Declarant and duly filed with the Barnstable County Registry of Deeds.

(b) The "Condominium Unit" shall mean the Condominium Units described in Section 4 of this Master Deed, including all improvements to be made or created thereto and therein in the future and all appurtenant rights and easements.

(c) "Interval" shall mean an undivided fee simple interest in a Condominium Unit together with the exclusive right to use and occupy the Condominium Unit during one or more Interval Weeks.

(d) "Interval Week" shall mean a one week period of time computed as follows:

Interval Week No. 1 is the seven (7) day period commencing on the first Friday in each year beginning with 1997. Interval Week No. 2 is the seven (7) day period succeeding Interval Week No. 1 and each following Interval Week through Interval Week No. 51 is computed in a similar successive manner. Interval Week No. 52 contains the seven (7) days following the end of Interval Week No. 51 without regard to the month or the year, plus any excess days not otherwise assigned. Interval Weeks run from 4:00 P.M. on the starting Friday of the Interval Week until 10:00 A.M. on the closing Friday of the Interval Week, to allow for Service Hours as described in Subsection A(g) of Section 13 of this Master Deed.

(e) "Timeshare Intervals" shall mean one of the Interval Weeks so designated as Timeshare Intervals on Exhibit "D" attached to this Master Deed and made a part hereof. A Timeshare Interval shall mean and include an undivided fractional fee simple interest

in a Condominium Unit and Common Areas together with the exclusive right to use and occupy a Condominium Unit and its Common Furnishings as well as the Common Areas during one or more Timeshare Intervals as provided in this Master Deed, and, as between Owners, to use and enjoy the Common Areas and Facilities of the Condominium and rights and easements appurtenant to the Unit during one or more of said Timeshare Intervals together with the undivided interest in the Unit allocated hereunder to such Timeshare Interval. No Interval Week designated Maintenance Interval shall be included in any Owner's Timeshare Interval.

(f) "Maintenance Interval" shall mean one of the Interval Weeks so designated as Maintenance Interval on Exhibit "D" to this Master Deed. The Condominium Units shall be closed during Maintenance Intervals for maintenance purposes as described in Subsection ^c of this section of the Master Deed.

(g) "Service Hours" shall mean the period of time between 10:00 A.M. and 4:00 P.M. on the last day of each Timeshare Interval.

(h) "Owner" shall mean the Grantee or Grantees named in a deed or deeds which conveys one or more Timeshare Intervals, the successive owners of each Timeshare Interval so conveyed, and the Declarant with respect to any Timeshare Intervals not conveyed.

(i) "Common Furnishings" shall mean furniture and furnishings for the Condominium Unit or other personal property from time to time owned by or held for use in common by all Owners during their respective Timeshare Interval(s). For list of items included in definition of Common Furnishings see Exhibit "E".

(j) The "Manager" shall mean the Manager appointed by the Trustees pursuant to Article V, Section 1(xii) of The Riverview Resort Condominium Trust.

(k) A "Majority in Interest of Owners" shall mean an Owner or Owners owning in the aggregate more than fifty (50%) percent of the undivided interest in the Condominium Unit.

Subsection B. Exclusive Use and Occupancy.

(a) Each Owner shall have the exclusive right to use and occupy the Condominium Unit and to use and enjoy the Common Areas for seasonal resort motel purposes only. Such right to use, occupy and enjoy both the Condominium Unit, Common Furnishings and the Common Areas shall be limited in time to only that period covered by Owner's Timeshare Interval(s) (and, in the case of the Declarant, during all Timeshare Intervals not theretofore conveyed) but not during Service Hours. Further, except for the Declarant, their assigns or invitees, no Owner shall have the right to use or occupy, nor shall any Owner use or occupy the Common Areas during any period other than the period covered by the Owner's Timeshare Interval(s).

(b) No Owner shall have the right to use or occupy the Condominium Unit during Service Hours and Maintenance Weeks. Such Service Hours and Maintenance Weeks, are reserved and set off for the purposes described in Subsection C hereof. Notwithstanding the foregoing, if any Owner's Timeshare Interval(s) includes two or more consecutive Timeshare Intervals in the Condominium Unit, the period between 10:00 A.M. and 4:00 P.M. on the last day of any such Timeshare Interval immediately followed by another Timeshare Interval owned by that same Owner shall not be Service Hours within the meaning of this section of the Master Deed.

^c Each Owner shall have the right to authorize other persons to use and occupy, as well as the right to rent or lease the Condominium Unit during the time period conveyed to the Owner as

his Timeshare Interval(s) as provided in Subsection O below, or any part thereof, but such Owner shall remain and be held responsible for any loss, damage or destruction occurring during such occupancy as well as for the charges and expenses relating thereto.

(d) Each Owner shall keep the Condominium Unit and all Common Furnishings in good condition and repair during his Timeshare Interval(s) and shall not commit waste, shall vacate the Condominium Unit before the Service Hours at the end of his Timeshare Interval(s), remove all persons and property therefrom excluding only common furnishings, leave the Condominium Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedure as may from time to time be contained in rules promulgated by the Trustees or by a Majority in Interest of Owners.

(e) In no event shall an Owner use, permit or allow the Condominium Unit during his Timeshare Interval(s) to be used for any offensive or unlawful purpose, nor shall the Owner permit or allow any nuisance within the Condominium Unit, nor may the Owner permit or allow the Condominium Unit to be used in a manner which will be the source of annoyance to other unit Owners or occupants within The Riverview Resort Condominium, or which in any way interfere with the peaceful possession, comfort, safety, enjoyment and proper use of The Riverview Resort Condominium by the other Unit Owners and other occupants thereof, a Condominium Unit shall be used for residential purposes only in accordance with the provisions of the Condominium Master Deed and the By-laws of The Riverview Resort Condominium Trust.

Subsection C. Management. Management of the Condominium Unit, maintenance and repair of the Condominium Unit, acquisition, maintenance, repair and replacement of Common Furnishings and administration of the affairs of Owners with respect to the use of the Condominium Unit, occupancy of the Condominium Unit and payment of expenses and costs enumerated herein, shall be under the direction and control of the Trustees of The Riverview Resort Condominium Trust. The Trustees may, pursuant to Article V, Section 1(xii) of The Riverview Resort Condominium Trust, appoint a Manager who, together with the Trustees, shall have exclusive possession of the Condominium Units during the Service Hours which Manager, subject to the review and approval by the Trustees, or the Trustees, if no such Manager is appointed, is authorized to do any or all of the following:

(a) Formulate and promulgate rules and regulations which owners shall follow in possessing and vacating the Condominium Unit and moving their personal belongings into and out of the Condominium Unit at the beginning and at the end of each Timeshare Interval, so as to present a minimum of inconvenience and confusion. Any such procedures shall be provided to each Owner at least ten (10) days prior to their effective date and all Owners, family, guests, lessees and other occupants of the Condominium Unit shall at all times comply with said procedures.

(b) Repair, maintain, repaint, remodel, furnish or refurnish the Condominium Unit or any part thereof; establish reserves for

anticipated costs, including the acquisition and replacement of Common Furnishings; and to acquire and pay for equipment, materials, supplies, furniture, furnishings, labor or services which the Manager deems necessary or proper for the maintenance and operation of the Condominium Unit, including any capital expenditure determined, in the discretion of Declarant or the Trustees to be necessary for the proper operation of the Condominium complex.

o Make arrangements or contracts for telephone, water, electricity, gas, cable TV service, waste disposal and other necessary common services.

(d) Provide housekeeping services and maintenance and repairs during Service Hours following each occupancy so that the Condominium Unit is in good order and repair and ready for occupancy by the next owner entitled thereto.

(e) Take all steps in furtherance of the protection of Units including properly closing down and winterizing of the Condominium Units when such is necessary; halt utilities, secure the Condominium Unit, provide periodic and timely inspection, properly prepare and open the Condominium Unit, obtain utilities, refurbish the Condominium Unit, provide thorough cleaning of same, repair and replace common furnishings, provide and/or perform any other service determined to be necessitated within such discretion.

(f) Obtain and pay the cost of insurance policies covering the Common Furnishings against fire and other hazards customarily covered by an extended all risk of physical damage coverage provision, public liability insurance insuring against liability for personal injury or property damage resulting from an occurrence in the Condominium Unit (all of said insurance as more fully defined in Subsection M Insurance, below), as well as insurance against such other risks as requested by a Majority in Interest of Owners or the Trustees of The Riverview Resort Condominium Trust.

(g) Obtain such legal, accounting and other professional services as are necessary to properly maintain and operate the Condominium Units and to properly carry out the obligations under this Master Deed.

(h) Pay all property taxes, Common Expenses and other costs and charges affecting or relating to the Condominium Unit; and to discharge, contest or protest liens or charges affecting the Condominium Unit.

(I) Make and enforce reasonable rules and regulations from time to time as are necessary to or convenient in carrying out the intention and purpose of the Master Deed. Any changes in procedure shall be provided to each Owner at least ten (10) days prior to the effective date thereof and all Owners, family, guests, lessees and other occupants of the Condominium Unit shall at all times comply with said procedures.

(j) Each Owner may authorize the Manager to act for him at any meeting of the members of The Riverview Resort Condominium Trust and, for this purpose may deliver to the Manager a proxy authorizing the Manager to act for such Owner at any such meeting whenever the Owner elects so to do.

(k) Take such action, including legal action, as may be judged necessary or advisable to remove from the Condominium Unit any person wrongfully occupying the same. Any such legal action may be brought in the Trusts' name, or in the name of the Owner wrongfully deprived of such occupancy and use.

(l) Maintain records of repairs performed or to be performed and the costs of such repairs due to the use of any Condominium Unit, a Common Area or a Common Furnishings inconsistent with

ordinary use and which is not attributable to ordinary wear and tear and to collect from each Unit Owner any charges for which he is responsible pursuant to subsection E(a) of Section 13 of this Master Deed. Each Owner shall be responsible, pursuant to this provision, for the actions of all family members, guests, invitees or lessees, and all other persons in the Condominium Unit or in a Common Area with the Owner's express or implied consent.

(m) Bill and collect from the Owners all sums payable by the Owners as provided herein, including, without limitation, the Common Expense and assessments of The Riverview Resort Condominium Trust, take such action, in its own name or in the name of the other Owners of the Condominium Unit, as it deems necessary to collect such sums, including but not being limited to the filing of liens as provided herein, the institution of legal action, and/or the foreclosure of said liens as provided herein. The failure of any Owner to pay such sums shall entitle the Manager to proceed in accordance with Subsection I hereof.

(n) Provide the statement described in Subsection D^o hereof.

(o) Maintain and repair the septic system, smoke and fire alarm system and swimming pool in accordance with state and Town of Yarmouth regulations.

Subsection D. Maintenance Fee Assessments.

(a) Each Owner shall pay a Maintenance Fee Assessment which shall be determined by multiplying the Condominium Unit expenses by the fractional interest in the Condominium Unit applicable to the Interval Week(s) owned by such Owner as set forth in Exhibit "D", the resulting amount of which will represent the Owner's percentage of the total amount of Maintenance Fee due to be paid by all of the Owners in the Condominium.

(b) The Condominium Unit Expenses above referred to shall be the aggregate sum needed to pay all estimated costs and expenses and outlays arising out of or connected with the ownership, maintenance, repair, operation, restoration, repainting, remodeling and improvement of the Condominium Unit, after giving consideration to any reserves which the Trustees, in their discretion, may deem applicable. Said sum may include, among other things, Common Expenses and other assessments against the Condominium Unit by The Riverview Resort Condominium Trust, real estate taxes, electricity, gas, oil, water and septic system services, cable TV, landscaping, snow removal, security of premises, linen replacement, insurance premiums for fire and extended coverage, public liability and other casualty insurance from time to time payable, cleaning, repairs, replacements and normal maintenance of the condominium Unit its equipment and appurtenances, capital expenditures determined, in

the discretion of the Trustees or the Manager, to be necessary for the proper operation of the Condominium complex, and cleaning, refurbishing, renewal, replacement and/or maintenance of Common Furnishings, Manager's fees, legal and accounting fees, deficiencies by reason of defaults in the payment Maintenance Fee Assessments, and reasonable reserves or surplus funds for contingencies arising or for any of the foregoing items as well as replacement and refurbishing.

• The Trustees or the Manager, at least once annually, shall prepare a budget setting out the cash requirements it determines are reasonably necessary and required to meet the Condominium Unit Expenses for the current calendar year. The Trustees or the Manager may, from time to time, increase or diminish the amount previously fixed or determined for such year. The Trustees or the Manager shall have discretionary power to prescribe the manner of operating, maintaining, repairing, restoring and replacing the Condominium Unit and Common Furnishings, and to determine the budget and its determinations shall be final and conclusive as to all Owners.

(d) Until modified by the Trustees or a Majority in Interest of the Owners, the Trustees or the Manager shall prepare the budget on the basis of a fiscal year ending December 31st. Each owner shall pay his share of the budget in advance of the date of the commencement of his designated Timeshare Interval(s), until either the Trustees or a Majority in Interest of Owners prescribes a different method of billing or time for payment. The Trustees or the Manager may require additional payments of amounts properly payable by the Owners in addition to this payment. All such payments shall be made through the Manager unless the Trustees or a Majority in Interest of Owners otherwise directs. Each Owner shall pay to the Trustees or the Manager his share of the budget at least forty-five (45) days prior to the commencement of the Owners' designated Timeshare Interval(s), or such other time as the Trustees or a Majority in Interest of Owners otherwise directs. In the event that such share is not paid prior to the commencement of

such Owner's Timeshare Interval(s) the Owner shall have no right to occupy, use or exchange such Interval(s) until payment is made.

(e) Notwithstanding the foregoing, until such time as the Declarant has sold Timeshare Intervals comprising ninety (90%) percent of the total number of Timeshare Intervals existing in the Condominium, no Maintenance Fee Assessments shall be made against any Owners. Rather, any Owner occupying, leasing or exchanging for use his Timeshare Interval(s) shall pay a usage fee to the Trustees to offset the cost of the maintenance, keep, and repair of the Timeshare Interval(s) occupied, leased or exchanged. The Maintenance Fee Assessment shall be billed and become due commencing with the first full calendar year after the sale by Declarant of more than ninety (90%) percent of the total number of Timeshare Intervals. The Declarant shall pay for all Condominium Unit Expenses not offset by the usage fee until such time as the Maintenance Fee Assessments are billed.

Subsection E. Direct Assessments. Each Owner shall pay the following expenses directly related to his Timeshare Interval(s) until a different method of payment is prescribed by the Trustees or a Majority in Interest of the Owners:

(a) The expense of repairing damage caused by the Owner, members of his family, guests, lessees or other occupants of the Condominium Unit but not including ordinary wear and tear, and the expense of repairing or replacing Common Furnishings through other than ordinary wear and tear.

(b) Other services rendered the Condominium Unit during the Owner's Timeshare Interval(s) provided at the request of an Owner, member of his family, guest or other occupant, when such services are not included as an item in the budget referred to in Subsection D above.

The Trustees or the Manager shall have the express authority to inspect the Condominium Unit during the Service Hours only and make an inventory of its contents for the purpose of the determination of any applicable direct assessment. The Trustees or the Manager shall bill each Owner for any such direct assessment as soon as possible after the end of the Owner's Timeshare Interval(s) and such amount shall be paid within ten (10) days after the date thereof.

Subsection F. Waiver of Partition. No Owner or other person or entity acquiring any right, title or interest in the Condominium Unit shall institute, cause, permit, participate in or acquiesce in permitting the institution of any action to seek or obtain partition of the Condominium Unit, sale of the Condominium Unit in lieu of partition, or separate the Unit or Timeshare Interval from the percentage of common interest appurtenant to such Unit or Timeshare Interval; provided, however, that nothing herein contained shall prohibit a judicial sale of a Timeshare Interval owned by two or more persons in lieu of partition as between such co-owners of a Timeshare Interval.

No Owner or group of Owners, including a Majority in Interest of Owners, shall take any action inconsistent with the rights and privileges of any other Owner as set forth herein in this Master Deed, unless said Owner specifically consents to said action.

Subsection G. Severance.

(a) Each Timeshare Interval interest shall consist of an undivided fractional fee interest in (1) the Condominium Unit, (2) a further undivided interest in the Common Areas within The Riverview Resort Condominium, which is appurtenant to the Condominium Unit as set forth in this Master Deed, and (3) certain rights and easements appurtenant to the Condominium Unit. Each such Timeshare Interval interest and the undivided fractional fee interest appurtenant to it is inseparable, must be treated as a whole and may not be divided. To this end, no Timeshare Interval shall be severed or separate from its undivided fractional fee interest in the Condominium Unit, no undivided interest in the Common Areas within The Riverview Resort Condominium shall be severed or separated from the fee interest in the Condominium Unit to which it is appurtenant, no other rights or easements shall be severed or separated from the fee interest in the Condominium to which they are appurtenant, and any deed or instrument purporting to do so shall be null, void and of no effect.

(b) No Owner of such Timeshare Interval shall sell, convey or encumber less than all of his Timeshare Interval and any sale,

mortgage, conveyance, or other voluntary encumbrance of less than all of such Owner's Timeshare Interval shall be null and void and of no effect. The foregoing in no way limits the right of the Owner of two or more Timeshare Intervals to sell, convey or encumber his entire interest in any one or more of his Timeshare Intervals.

Subsection H. Conveyancing.

(a) A Timeshare Interval may be mortgaged, conveyed, leased, gifted and devised. No Owner shall attempt to mortgage or encumber in any manner whatsoever the Condominium Unit or any part thereof except such Owner's Timeshare Interval nor shall such Owner have the right or authority to do so.

(b) Upon written request of any Owner, Mortgagee, prospective Mortgagee, prospective purchaser or prospective transferee, the Trustees or the Manager shall issue to such Owner a certificate of the unexpended balance of any assessment paid to the Trustees or the Manager for the Interval involved, as well as a statement of any amounts unpaid in respect to that Timeshare Interval. Such certificate, for which a reasonable fee may be charged, shall be conclusive evidence of payment of any assessment therein stated to have been paid and shall be binding in favor of any person who may rely thereon in good faith.

• Transfer of an Owner's Timeshare Interval shall include the interest said Owner may have by virtue of ownership of said Timeshare Interval in the Condominium Unit Common Furnishings and the Common Areas, even if not specifically mentioned in the instrument of conveyance.

(d) Each mortgage, lease, conveyance and transfer shall adequately identify the Condominium Unit, specify that said Unit is a condominium unit and subject to Massachusetts General Laws Chapter 183A and Chapter 183B, make reference to the Master Deed, specify the undivided percentage interest in the Unit as shown on Exhibit "C" attached hereto and in the Common Areas which are an integral part thereof, specify the Timeshare Interval to which said

document applies and set forth a statement of the use for which the Unit is intended and the restrictions, if any, on its use.

Subsection I. Effect of Non-payment of Assessment.

(a) Any assessment which is not paid when due shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Timeshare Interval and appurtenant interests of the delinquent Owner, which shall bind the Timeshare Interval in the hands of said Owner, his heirs, devisees, representatives and assigns. The personal obligation of the said Owner to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

(b) Any assessment which is not paid within thirty (30) days after its due date shall bear interest from said due date. Interest shall be computed at the rate of eighteen (18%) percent per annum. The interest shall accrue, and be paid at said rate until the assessment has been paid in full. The Trustees may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against the said Timeshare Interval in the manner provided by statute for the foreclosure of the power of sale of mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorney's fees, and said interest.

• The Trustees may file from time to time as the occasion arises, a Notice of Lien in the Barnstable County Registry of Deeds against any Timeshare Interval for the amount of any assessment, plus interest, costs and attorney's fees, not paid within thirty (30) days from its due date.

(d) The lien and right to foreclose shall be in addition to and not in substitution for all other rights and remedies which the Owners or the Trustees may have hereunder.

Subsection J. Enforcement.

(a) So as to insure the availability of each Timeshare Interval to the Owner rightfully entitled thereto, every Owner, for

the mutual benefit of all owners, agrees that if he fails to vacate the Condominium Unit or the Common Areas prior to the commencement of the Service Hour period at the end of his Timeshare Interval, or if he otherwise uses or occupies the Condominium Unit or Common Areas during any part of a Timeshare Interval owned by another, or any part of a Service Hour owned by all Owners of that Condominium Unit in common, or if he prevents another Owner from the full enjoyment, use and peaceful and quiet possession of the Condominium Unit or the Common Areas during any part of such Owner's Timeshare Interval, or prevents the Trustees or the Manager from access to the Condominium Unit or Common Areas during any part of a Service Hour, then he, (hereinafter called the Defaulting Owner):

- (1) shall be deemed to ipso facto have committed a trespass which will continue until he discontinues said act of use, occupancy or prevention;
- (2) shall be subject to immediate summary removal, eviction or ejection;
- (3) shall be subject to immediately and summarily being enjoined from continuing said act or trespass;
- (4) shall by said act have ipso facto waived and be deemed to have waived any notices, service of process and the right to a bond or other security for injunctive relief;
- (5) shall be liable for all costs and attorneys fees expensed in connection with the removal of the Defaulting Owner or other action performed to halt such improper use, occupation or prevention;
- (6) shall be liable for, and pay to the Owner of the Timeshare Interval entitled to use of the Condominium Unit during the period of wrongful occupancy, all costs and expenses incurred by said Owner in recover use of the Condominium Unit and/or in removing, evicting, effecting or enjoining said wrongful occupancy, which shall include the cost of alternative accommodations, court costs and reasonable attorney's fees; and
- (7) shall pay to the Owner entitled to use the Condominium Unit during the period of wrongful occupancy, a sum equal to two hundred (200%) percent of the fair rental value per day of the Condominium Unit wrongfully occupied for each day or portion thereof, including the day of surrender, during which he, the Defaulting Owner, wrongfully occupies the Condominium Unit.

(b) If an Owner by his negligence renders a Condominium Unit unfit for occupancy by the Owner who is entitled thereto, then the provisions of Section J(a) above shall apply.

* For the purposes of this Subsection, the act of a guest, lessee, guest of a lessee or any other person using the premises

during the Timeshare Interval period with the express or implied consent of the Owner, shall be considered the act of the Owner.

Subsection K. Enforcement of Master Deed.

The Declarant, its successors or assigns, Owners and the Trust shall be entitled, jointly and severally, to maintain equitable or legal proceedings to enjoin, abate or obtain appropriate relief in respect of any and all breaches of the terms, covenants and conditions of this Section of the Master Deed, the By-laws of The Riverview Resort Condominium Trust or the Rules and Regulations promulgated thereunder, and to enforce their terms, covenants and conditions. The provisions of this Master Deed, the By-Laws of The Riverview Resort Condominium Trust or the Rules and Regulations promulgated thereunder, may be enforced by any proceeding in law or equity that is appropriate against any person violating or attempting to violate the same, either to restrain violation or to recover damages, and against his property to enforce any lien created by this section of the Master Deed.

The Declarant, Trustees and the Manager shall have a right of access to each Condominium Unit during Service Hours for the purposes of making inspections or for the purpose of correcting any conditions likely to result in a breach of provision of this Master Deed, the By-Laws of The Riverview Resort Condominium Trust, or the Rules and Regulations promulgated thereunder, or for the purpose of abating, remedying or correcting such breach at the expense of the responsible party or parties, and for the purpose of providing real estate management services, provided that, in the case of emergencies, such access may be had at all times for such purposes.

Subsection L. Restrictions on Owners.

Unless provided by express consent of the Trustees or a Majority in Interest of Owners, no Owner shall make, cause or permit to be made any improvements, decoration, alterations, additions or modification to the Common Furnishings or any portion of the Common Areas. Unless provided by express consent of the Trustees or all co-tenants, an Owner shall not make, cause or

permit to be made any improvements, decorations, alterations, additions or modification to the Condominium Unit.

Subsection M. Insurance.

(a) The Trustees shall, on behalf of the Owners of all Timeshare Intervals:

(1) secure and keep in force for the benefit of the Owners and all first lienors, general public liability and property damage insurance against claims for bodily injury, death or property damage occurring in or about the Buildings and Condominium Units in limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS for bodily injury or death; and not less than one hundred (100%) percent of the replacement value of the Condominium buildings, the facilities appurtenant thereto and the facilities included within the Common Areas, or such higher amounts that may be requested by a Majority in Interest of Owners;

(2) secure and keep in force fire insurance with extended coverage provisions on all furniture, furnishings and other personal property in the Buildings and Condominium Unit which is owned in common, in the amount of the approximate replacement cost thereof.

(b) All losses on personal property owned in common shall be paid to the Trustees who shall use the proceeds to replace the lost items. If the damage is not covered by insurance, or if the available insurance proceeds are insufficient, the Trustees shall assess and the Owners shall pay the cost thereof or deficiency in proportion to their undivided ownership interests in the Condominium Unit unless the damage was caused by the intentional or negligent act or omission or wanton and willful misconduct of any Owner, his family, guests, invitees or lessees, in which event the cost of repair or deficiency shall be paid by such Owner.

o The insurance proceeds from all losses caused by damages or whatever nature to the Condominium buildings, Common Furnishings or facilities within the Common Areas will be paid to the Mortgagee or Mortgagees of record as its interest may appear and the Trustees of The Riverview Resort Condominium Trust for the purpose of replacing, refurbishing and/or reconstructing the Condominium Building, Common Furnishings or facilities within the Common Areas and no Owner shall have the right to make demand upon a share of the proceeds, it being the express understanding of all parties that the said insurance provided pursuant to this Subsection is for the purpose of maintaining the Condominium Buildings, Common

Furnishings, and facilities with the Common Areas as they exist now or prior to the time of the loss.

Subsection N. Repairs to Premises.

All repairs and maintenance to the Condominium Units shall be made by the Trustees of the Riverview Resort Condominium Trust or the Manager. No Owner shall make repairs, cause any material to be furnished nor any labor to be performed herein or thereon. Each Owner hereby indemnifies and holds harmless all other Owners against any loss, damage or claim arising out of a breach of the provisions of this Subsection, including the costs of removing any unauthorized improvements, repairs or alterations and repairing and restoring the Condominium Unit to the condition prior to such breach. The Trustees or the Manager shall assess the Owner for all costs arising out of his breach of this provision payable by said Owner and enforceable and collectible by the Trustees or the Manager in the same manner as other Direct Assessments.

Subsection O. Rental of Timeshare Interval(s).

An Owner may, at his option, rent all or any portion of his interest in a Timeshare Interval, provided that said Owner notifies the Declarant or the Trustees or the Manager of any such rental and, further provided that notice of such rental in writing on a form as provided by the Declarant or the Trustees or the Manager has been completed and sent or delivered to the Declarant or Trustees or Manager, as the case may be, at least seven (7) days prior to the time set for occupancy under such rental agreement.

Subsection P. Condemnation.

In the event of a taking in condemnation or by eminent domain of part or all of a Condominium Unit or the Common Areas, the award made for such taking shall be payable to the Trustees of The Riverview Resort Condominium Trust as Trustees for the Owners and their respective first mortgagees, of record. If a Majority in interest of Owners duly and promptly approve by vote the repair and restoration of the property, the Trustees shall arrange for repair and restoration and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in

appropriate progress payment; provided, however, that no consent of an Owner whose Timeshare Interval is encumbered by a first mortgage shall be deemed effective for the foregoing purposes without the written consent of the holder of such mortgage. In the event that such approvals and consents are not obtained within one hundred (120) days, the Trustees shall, to the extent permitted by law, disburse the net proceeds of such award to the Owners and their respective first mortgagees of record.

Subsection Q. Maintenance Weeks in Units Committed to Interval Ownership.

Upon conveying thirty (30) Timeshare Intervals in any unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any unit committed to Interval Ownership, whichever date comes first, the Declarant may convey and the Condominium Trust agrees to accept the six (6) Maintenance Intervals to be used for maintenance purposes. In addition, the Declarant may convey and the Condominium Trust agrees to accept such of Interval Weeks Number 7, 8, 9, 10, 11 or 12 in any or all of the Condominium Units as Declarant has not sold and which Declarant elects to so convey to be used by the Trust for such purposes as it shall deem fit, including the closing of the Condominiums, such conveyance to take place at such time as Declarant turns over management of the Trust to the Owners.

Subsection R. Waiver.

Failure to enforce any provision of this instrument in a particular instance shall not constitute a waiver of such provision as to any further instance.

Subsection S. Construction.

Nothing contained in this Section of the Master Deed shall be construed to conflict with or take precedence over any provisions of this Master Deed, the By-Laws of The Riverview Resort Condominium Trust as they relate to ownership of the Condominium Unit as a whole, or the Rules and Regulations promulgated hereunder as they relate to the use of the Common Areas and Facilities; and in the event of any inconsistency between the terms of this Section

and said Condominium documents the terms of said Condominium Documents shall govern. However, this section shall govern all aspects of ownership as they relate solely to ownership of Timeshare Intervals as defined herein.

(a) As used herein, the singular shall include the plural and the masculine or neuter general shall include other genders whenever the context so requires.

Subsection T. Notices.

Any notice required to be sent to an Owner under the provisions of this Section of the Master Deed shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person(s) who appear(s) as Owner of record at the time of such mailing.

Subsection U. Voting.

Each vote required or permitted pursuant to this Section of the Master Deed shall be conducted by the Trustees who shall maintain records of all votes taken. All voting shall be conducted by mail. Each Owner shall be entitled to one vote for each Timeshare Interval owned. (However, if an Interval is owned by more than one person, all such persons shall be entitled to a total of one vote per Timeshare Interval). In the event that co-owners of a Timeshare Interval are unable to agree on how to vote, no vote shall be made. The Declarant, or their successor in interest, shall be entitled to one vote for each unsold Timeshare Interval owned by them. Maintenance Weeks shall not be considered eligible for voting.

Subsection V. Termination of Timeshare.

This Timeshare scheme and plan may be terminated only by the agreement of timeshare owners having at least eighty (80%) percent of the timeshare interval weeks pursuant to the provisions of Section 15 of Massachusetts Laws Chapter 183B.

(14) Units Subject to Master Deed, Unit Deed and Condominium Trust.

(a) All present and future owners, their employees, tenants, guests, patrons and visitors shall be subject to, and

shall comply with, the provisions of the Master Deed, the Time-Share Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the land as set forth in Sections 2 and 6 above. The acceptance of a deed or conveyance or entering into possession of any Unit or Interval Week shall constitute an agreement that (i) the provisions of this Master Deed, the Time-Share Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the land are accepted and ratified by such owner, tenant, visitor, guest, patron, employee or occupant, (ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit or Interval Week, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (iii) a violation of the provisions of this Master Deed, the Time-Share Unit Deed, the Condominium Trust, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of Unit or Interval Week.

(b) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the rules and regulations promulgated thereto and Chapter 183A and 183B, shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which may then enforce said provisions in any manner permitted by law, including without limitation, by court action, injunctive relief, and seek damages on behalf of the Trust or individual Unit Owners.

(15) Provisions for Protection of Mortgagees.

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the rules and regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages

(hereinafter "First Mortgagees") of record with respect to the Units and Timeshare Intervals and shall be enforceable by any First Mortgagee:

(a) any right of first refusal in connection with the sale of a Unit as may be hereafter adopted shall not impair the rights of a First Mortgagee to:

(I) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee;

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust.

o Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless one hundred (100%) percent of the First Mortgagees (based upon the vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual Condominium Units and timeshare intervals have given their written approval, the Condominium Trust and the Unit Owner shall not be entitled to:

(I) by any act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

A. levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

B. determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(iv) use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of

or substantial loss to the Units and/or Common Elements;

(e) Consistent with the provisions of Chapter 183A and Chapter 183B, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the units or timeshare intervals and not to the Condominium as a whole;

(f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;

(g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:

(i) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligations of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings; and

(v) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation of eminent domain of said Unit or the Common Elements;

(h) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or more written notice.

The Declarant intends that the provisions of this Section 15 shall comply with the requirements of the Federal Home Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 15 may not be amended or recorded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Barnstable County Registry of Deeds.

(16) Conflicts. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A or Chapter 183B, as

amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provisions thereof or with any provisions of the Condominium Trust, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and said Chapter 183A or Chapter 183B as amended, the provisions of Chapter 183A and Chapter 183B shall control;

(b) The invalidity of any provisions of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions have never been included herein;

◦ In the event of any conflict between the preceding Section 15 and any other provisions of the Master Deed or the Condominium Trust, the provisions of said Section 15 shall control.

(17) Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(18) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

(19) Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless the context otherwise requires.

(20) The Units and common areas and facilities, and the Unit Owners and Trustees of the Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A and Chapter 183B of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said Condominium Trust and the By-Laws set forth therein, shall be governed by the provisions of said Chapter 183A and Chapter 183B in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to time-share provisions, with respect to improvements and rebuilding of common areas and

facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

IN WITNESS WHEREOF, the 37 Neptune Lane Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by SILVIO DiGIOVANNI, its President and CHARLES DiGIOVANNI its Treasurer this 9th day of December, 1997.

37 NEPTUNE LANE CORPORATION

Silvio DiGiovanni Pres.
BY: Silvio DiGiovanni, President

Charles DiGiovanni Treas.
BY: Charles DiGiovanni, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

December 9, 1997

Then personally appeared the above named Silvio DiGiovanni, President and Charles DiGiovanni Treasurer and acknowledged the foregoing instrument to be the free act and deed of 37 Neptune Lane Corporation, before me,

Lester J. Murphy
Notary Public

My commission expires: October 2, 2003



clients\digiovan\master.dee

EXHIBIT "A"

A certain parcel of land with the buildings thereon situated in Yarmouth, Barnstable County, Massachusetts, bounded and described as follows:

- BEGINNING at a concrete bound located at the Northeasterly corner of Land shown as LOT 1 on a subdivision entitled "Subdivision Plan of Land in Bass River, Yarmouth, Mass. for Gateway Construction Co., Inc., Scale 1" = 60', dated December, 1963, Charles S. Kennedy, Surveyor-Designer, West Dennis, Mass., Cape Cod", and recorded in the Barnstable County Registry of Deeds in Plan Book 185, Page 12; thence running
- SOUTH 21° 06' 10" East, along the Westerly line of said Neptune Lane, so-called, a private way, one hundred fourteen (114) feet to a point on said Neptune Lane; thence continuing along the Westerly line of Neptune Lane following the arc of a curve having a radius of 294.91 feet, one hundred seventy-seven and 34/100 (177.34) feet to a point; thence continuing along the Westerly line of Neptune Lane
- SOUTH 19° 33' 20" West, one hundred eighteen and 93/100 (118.93) feet to a point; thence continuing along the Westerly line of said Neptune Lane by a curve having a radius of 385.57 feet, two hundred five and 90/100 (205.90) feet to a point; thence continuing along Neptune Lane
- SOUTH 11° 02' 30" East, ninety-nine and 49/100 (99.49) feet to a point; thence turning and running
- SOUTH 82° 27' 30" West, by land now or formerly of Ruhan, twenty-six and 42/100 (26.42) feet to a point; thence turning and running
- SOUTH 65° 08' 00" West, along land now or formerly of Ruhan, ninety-seven (97) feet, more or less, to Parkers River, so-called; thence turning and running
- NORTHWESTERLY, NORTHEASTERLY,
NORTHWESTERLY, EASTERLY and
NORTHWESTERLY along said Parkers River to a point; thence turning and running
- NORTH 69° 10' 30" East, three hundred ninety-five (395) feet, more or less, along land now or formerly of Gardiner and DeFerro to a point, being the point of beginning.

Said Parcel is shown on the heretofore mentioned plan as "1" consisting of 4.6 acres, more or less.

EXCLUDED from said Parcel is that portion shown as "Parcel I" on a deed of Gateway Isles Yacht Club, Inc. to John F. O'Rourke et ux, dated December 18, 1975, and recorded in the Barnstable County Registry of Deeds in Book 2276, Page 305, and more specifically bounded and described as follows, being the first parcel of land described in a deed of Gateway Construction Co., Inc. to Gateway Isles Yacht Club, Inc., dated May 25, 1965, and recorded in the Barnstable County Registry of Deeds in Book 1299, Page 792:

BEGINNING at a concrete bound located at the Northwesterly corner of the premises herein described on the Westerly line of Neptune Lane, so-called, a private way, and at the Southeasterly corner of other land of the Gateway Construction Co., Inc.; thence running;

SOUTH 21° 06' 10" East, along the Westerly line of said Neptune Lane, one hundred fourteen (114) feet to a point on the Westerly line of Neptune Lane; thence continuing along the Westerly line of Neptune Lane following the arc of a curve having a radius of 249.91 feet, one hundred seventy-seven and 34/100 (177.34) feet to another point on the Westerly line of Neptune Lane; thence turning and running in a general Southwesterly direction by and with the said Westerly line of Neptune Lane and the Northerly line of a proposed forty (40) foot private way, following the arc of a curve having a radius of 64.96 feet, fifty-six and 26/100 (56.26) feet to a point on the Northerly line of said proposed forty (40) foot private way; thence turning and running

SOUTH 69° 10' 30" West, two hundred seventy (270) feet, more or less, to another point on the Northerly line of said proposed forty (40) foot right of way; thence turning and running

NORTHERLY and NORTHWESTERLY bounding Westerly and Southwesterly on said Parkers River to land now or formerly of Gordon P. Gardiner et ux; thence turning and running

NORTH 60° 10' 30" East, five hundred ten (510) feet, more or less, to the concrete bound at the point and place of beginning.

There is appurtenant to the above described premises the benefit of the easement for parking and septic system installation and maintenance as more particularly set forth in the deed of Silvio DiGiovanni et al Trustees dated July 27, 1997, and recorded with the Barnstable County Registry of Deeds in Book _____, Page _____, to which reference may be had for title.

E X H I B I T "B"

UNIT DESIGNATION FACILITIES	APPROXIMATE SQUARE FOOT AREA	NUMBER AND	DESIGNATION OF ROOM	IMMEDIATELY ACCESSIBLE	COMMON AREA &
1	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
2	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
3	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main entrance Door to common area hallway	
4	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
5	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
6	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
7	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
8	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
9	295 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main entrance Door to common area hallway	
10	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	
11	296 Sq.Ft +/-	Two (2) rooms including bedroom and bathroom	including living room/bedroom	Main Entrance Door to common area hallway	

F X H I B I T "B"

12	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main entrance Door common area hallway
13	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
14	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
15	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
16	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
17	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
18	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
19	296 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
20	298 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
21	918 Sq.Ft +/-	Six (6) rooms including living room, Two (2) bedrooms and three (3) bathrooms	Six (6) rooms including living room, Two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
22	921 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway

E X H I B I T "B"

23	921 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	two (2)	Main Entrance Door to common area hallway
24	921 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	two (2)	Main Entrance Door to common area hallway
25	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms		Main Entrance Door to common area hallway
26	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms		Main Entrance Door to common area hallway
27	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms		Main Entrance Door to common area hallway
28	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms		Main Entrance Door to common area hallway
29	296 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom		Main Entrance Door to common area hallway
30	299 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom		Main entrance Door common area hallway
31	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom		Main Entrance Door to common area hallway
32	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom		Main entrance Door common area hallway
33	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom		Main Entrance Door to common area hallway

F X B I B I T "B"

34	299 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Main entrance Door common area hallway
35	298 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Main Entrance Door to common area hallway
36	299 Sq.Ft +/-	Two (2) rooms including living room/ bedroom and bathroom	Main entrance Door common area hallway
37	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
38	642 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
39	642 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
40	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
41	615 Sq.Ft +/-	Four (4) rooms including living room bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
42	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
43	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
44	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main entrance Door common area hallway

E X H I B I T "B"

45	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
46	921 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
47	613 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
48	929 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
49	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway

E X H I B I T "C"

UNIT DESIGNATION	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS
1	1.25%
2	1.25%
3	1.25%
4	1.25%
5	1.25%
6	1.25%
7	1.25%
8	1.25%
9	1.25%
10	1.25%
11	1.25%
12	1.25%
13	1.25%
14	1.25%
15	1.25%
16	1.25%
17	1.25%
18	1.25%
19	1.25%
20	1.25%
21	3.75%
22	3.75%
23	3.75%
24	3.75%
25	2.50%
26	2.50%
27	2.50%
28	2.50%
29	1.25%
30	1.25%
31	1.25%
32	1.25%
33	1.25%
34	1.25%
35	1.25%
36	1.25%
37	2.50%
38	2.50%
39	2.50%
40	2.50%
41	2.50%
42	2.50%
43	3.75%
44	3.75%
45	3.75%
46	3.75%
47	2.50%
48	3.75%
49	3.75%
<hr/>	
TOTAL	100.00%

E X H I B I T "D"

INTERVAL WEEK	DESIGNATION	UNDIVIDED INTEREST IN CONDOMINIUM UNIT
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1	Maintenance Interval	0
2	Maintenance Interval	0
3	Maintenance Interval	0
4	Maintenance Interval	0
5	Maintenance Interval	0
6	Maintenance Interval	0
7	Timeshare Interval	1/46th
8	Timeshare Interval	1/46th
9	Timeshare Interval	1/46th
10	Timeshare Interval	1/46th
11	Timeshare Interval	1/46th
12	Timeshare Interval	1/46th
13	Timeshare Interval	1/46th
14	Timeshare Interval	1/46th
15	Timeshare Interval	1/46th
16	Timeshare Interval	1/46th
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38	Timeshare Interval	1/46th
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42	Timeshare Interval	1/46th
43	Timeshare Interval	1/46th
44	Timeshare Interval	1/46th
45	Timeshare Interval	1/46th
46	Timeshare Interval	1/46th
47	Timeshare Interval	1/46th
48	Timeshare Interval	1/46th
49	Timeshare Interval	1/46th
50	Timeshare Interval	1/46th
51	Timeshare Interval	1/46th
52	Timeshare Interval	1/46th

TOTAL

1.00

EXHIBIT "E"

STUDIO UNITS:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32, 33, 34, 35 and 36

1 Sleep Sofa
1 Murphy Bed
1 Table
4 Chairs
Wetbar/Refrigerator
Dresser
Night Stand
TV/VCR/Clock Radio
Assorted decoration, utensils, glassware, sheets, pillow cases, bedspreads and towels.

ONE (1) BEDROOM UNITS

Units 25, 26, 27, 28, 37, 38, 39, 40, 41, 42 and 47

2 Sleep Sofa's
1 Queen Size Bed
1 Table
6 Chairs
Wet/bar/Refrigerator
1 Dresser
4 End Tables
4 Lamps
1 Coffee Table
2 TV's/Clock Radio
1 VCR
Assorted decorations, utensils, glassware, sheets, pillow cases, bedspreads and towels

TWO (2) BEDROOM UNITS

Units 21, 22, 23, 24, 43, 44, 45, 46, 48 and 49

1 Queen Size Bed
2 Full Size Beds
1 Sleep Sofa
1 Coffee Table
1 Table
8 Chairs
Wet/bar/Refrigerator
1 Entertainment Center
2 Dressers
3 TV's/Clock Radio's
1 VCR
4 Night Stands
4 Lamps
Assorted decorations, utensils, glassware, sheets, pillow cases, bedspreads and towels

FIRST AMENDMENT TO THE MASTER DEED

OF

THE RIVERVIEW RESORT CONDOMINIUM

REFERENCE is made to the Master Deed dated December 9, 1997, wherein 37 NEPTUNE LANE CORPORATION as Declarant created THE RIVERVIEW RESORT CONDOMINIUM which Master Deed is recorded with the Barnstable County Registry of Deeds in Book 11110, Page 1.

The undersigned 37 NEPTUNE LANE CORPORATION is the owner of more than seventy-five (75%) percent of the undivided interest in the common areas and facilities of the Condominium and is the Declarant of the Master Deed and Silvio DiGiovanni, Charles DiGiovanni and Joseph A. Butler are the Trustees of THE RIVERVIEW RESORT CONDOMINIUM TRUST.

Pursuant to Section 11 of the Master Deed, said Master Deed is hereby amended as follows:

1. Section (13) Subsection A(d) is amended by deleting the same and inserting in its place the following:

(d) "Interval Week" shall mean a one week period of time computed as follows:

Interval Week No. 1 is the seven (7) day period commencing on the first day of the week as herein specified in each year beginning with 1997. Interval Week No. 2 is the seven (7) day period succeeding Interval Week No 1 and each following Interval Week through Interval Week No. 51 is computed in as similar successive manner. Interval Week No. 52 contains the seven (7) days following the end of Interval Week No. 51 without regard to the month or the year, plus any excess days not otherwise assigned. Interval Weeks

Property Address: 37 Neptune Lane
South Yarmouth

run from 4:00 P.M. on the starting day of each of the Interval Weeks until 10:00 A.M. on the closing day of each of the Interval Weeks, to allow for Service Hours as described in Subsection A(g) of Section 13 of this Master Deed.

With respect to Units 1, 2, 3, 4, 5, 6, 7, 8, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 47, 48 and 49, Interval Week No. 1 shall commence on the first Friday of each year and run to the next Friday, and with respect to Units 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, Interval Week No. 1 shall commence on the first Saturday of each year and run to the next Saturday.

2. The undersigned hereby certify as follows:

- a) This Amendment does not alter the dimensions of any Unit in the Condominium;
- b) This Amendment does not alter the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities of the Condominium;
- c) The owners of Interval Weeks in the Units affected by this Amendment have assented to the same;
- d) The holder of the first and second mortgages on the Units affected by this Amendment has assented to the same; and
- e) This Amendment does not in any manner render the Master Deed as amended contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws Chapter 183A or 183B.

3. Except as amended by this First Amendment To Master Deed, all other terms and provisions of the Master Deed are hereby ratified and confirmed to the extent originally applicable.

IN WITNESS WHEREOF, the said 37 NEPTUNE LANE CORPORATION, has caused these presents to be signed and its corporate seal to be hereto affixed by SILVIO DIGIOVANNI, its President and CHARLES DIGIOVANNI, its Treasurer this 31st day of March, 1998.

37 NEPTUNE LANE CORPORATION

BY: *Silvio Digiovanni Pres.*
SILVIO DIGIOVANNI, PRESIDENT

BY: *Charles Digiovanni Treas.*
CHARLES DIGIOVANNI, TREASURER

COMMONWEALTH OF MASSACHUSETTS

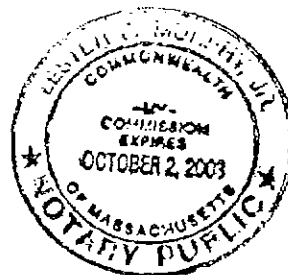
COUNTY OF

March 31, 1998

Then personally appeared the above named SILVIO DIGIOVANNI, President and CHARLES DIGIOVANNI, Treasurer and acknowledged the foregoing instrument to be the free act and deed of 37 NEPTUNE LANE CORPORATION, before me,

Letitia Murray
, Notary Public

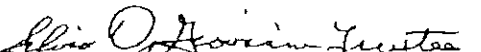
My commission expires: October 2, 2003



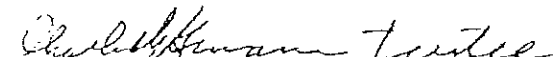
ASSENT OF TRUSTEES

The foregoing First Amendment To Master Deed of The Riverview Resort Condominium is hereby assented to by the Trustees of The Riverview Resort Condominium Trust under a Declaration of Trust dated December 9, 1997, recorded with the Barnstable County Registry of Deeds in Book 10787, Page 130.

Witness our hands and seals this 31st day of March, 1998.



SILVIO DIGIOVANNI, TRUSTEE



CHARLES DIGIOVANNI, TRUSTEE



JOSEPH A. BUTLER, TRUSTEE

THE RIVERVIEW RESORT CONDOMINIUMASSENT TO FIRST AMENDMENT TO THE MASTER DEED

MEDFORD SAVINGS BANK, a Massachusetts banking corporation, the holder of two (2) instruments both entitled "Mortgage, Security Agreement and Assignment" one from SILVIO V. DIGIOVANNI and CHARLES J. DIGIOVANNI, Trustees of 37 Neptune Lane Trust, being dated June 5, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10787, Page 130 and the other from 37 Neptune Lane Corporation dated January 7, 1998, recorded in Book 11157, Page 243, (hereinafter referred to as "Mortgages") which Mortgages constitute encumbrances on THE RIVERVIEW RESORT CONDOMINIUM as described in the Master Deed dated December 9, 1997, recorded in Book 11110, Page 1, hereby assents to the First Amendment to Master Deed of The Riverview Resort Condominium dated March 31, 1998 and recorded in Book _____, Page _____, including the change of the period of Interval Weeks in certain of the Units in the Condominium from Friday to Friday to Saturday to Saturday.

This assent is given pursuant to the provisions of Section 11(d) of the Master Deed.

IN WITNESS WHEREOF, the said MEDFORD SAVINGS BANK, has caused these presents to be signed and its corporate seal to be hereto affixed by

Eric B. Loth its Senior Vice President this 15th day of April, 1998.

MEDFORD SAVINGS BANK

BY: Eric B. Loth
its SR Vice President.



COMMONWEALTH OF MASSACHUSETTS

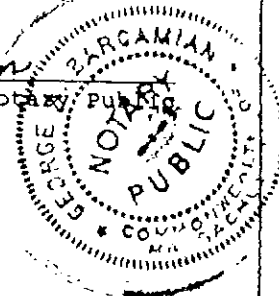
COUNTY OF MIDDLESEX

APRIL 15 , 1998

Then personally appeared the above named Eric B. Loth and acknowledged the foregoing instrument to be the free act and deed of MEDFORD SAVINGS BANK, before me,

George Bargamian

Notary Public



My commission expires:

Dec 18, 2003

SECOND AMENDMENT TO THE MASTER DEEDOFTHE RIVERVIEW RESORT CONDOMINIUM

REFERENCE is made to the Master Deed dated December 9, 1997, wherein 37 NEPTUNE LANE CORPORATION as Declarant created THE RIVERVIEW RESORT CONDOMINIUM which Master Deed is recorded with the Barnstable County Registry of Deeds in Book 11110, Page 1, and which Master Deed was amended by FIRST AMENDMENT TO THE MASTER DEED OF THE RIVERVIEW RESORT CONDOMINIUM dated March 31, 1998, recorded in Book 11429, Page 277.

The undersigned 37 NEPTUNE LANE CORPORATION is the owner of more than seventy-five (75%) percent of the undivided interest in the common areas and facilities of the Condominium and is the Declarant of the Master Deed.

Pursuant to Section 11 of the Master Deed, said Master Deed is hereby amended as follows:

1. Section (3) is amended by deleting the second paragraph and inserting in its place the following:

The building containing a total of forty-three (43) units, is of concrete block construction, construction having concrete block walls, cement floors and a poured concrete foundation, crawl space walls, concrete block sidings, asphalt shingle and rubber roof, brick chimneys and decks and is two (2) stories in height.

2. Section four (4) is amended by deleting the same and inserting in its place the following:

(4) Designation of Condominium Units. The building has been divided into forty-three (43) units, 1 through 8, 10, 12, 14, 16, 18, 20 and 21 through 49. All of the Units are to be used solely for seasonal resort motel purposes. Common areas and facilities have been provided for these units in accordance with the provisions of this Master Deed. Such units are more particularly described as to designation, location, number of rooms, approximate area and immediately accessible common areas and facilities in Revised Exhibit "B" attached hereto and on the Floor Plans of THE RIVERVIEW RESORT CONDOMINIUM depicting Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 and the Revised Floor Plans of THE RIVERVIEW RESORT CONDOMINIUM depicting Units 1 thru 8, 10, 12, 14, 16, 18, 20 and 21 thru 28.

Units 21, 22, 23, 24, 43, 44, 45, 46, 48 and 49 each contain and include a living room, two (2) bedrooms and three (3) bathrooms varying in area between approximately 918 square feet and approximately 929 square feet, and each obtains access from a main entrance door to a common area hallway.

Units 10, 12, 14, 16, 18, 20, 25, 26, 27, 28, 37, 38, 39, 40, 41, 42 and 47 each contain and include a living room, one (1) bedroom and two bathrooms varying in area between approximately 610

square feet and approximately 591 square feet, and each obtains access from a main entrance door to a common area hallway.

Units 1, 2, 3, 4, 5, 6, 7, 8, 29, 30, 31, 32, 33, 34, 35, and 36, each contain a living room/bedroom and one (1) bathroom varying in area between approximately 295 square feet and approximately 299 square feet and each obtains access from a main entrance door to a common area hallway.

Units 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, are hereby granted an exclusive limited use easement for the decks located immediately adjacent to the units as shown on the site and floor plans.

Units 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 14, 16, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 are hereby granted an exclusive limited use easement for the patio area located immediately adjacent to the units as shown on the site and floor plans.

No Unit Owner or Timeshare Interval Week Owner (as hereinafter defined) shall make any use whatsoever of an exclusive use easement common area as set forth hereinabove except for the Unit Owner or Timeshare Interval Week Owner whose unit has the benefit of an exclusive use easement for the particular patio or deck area.

The Declarant, prior to the sale of any Unit or Interval Week (as hereinafter defined) therein, may at any time and from time to time change the use and designation of any room or space within such Unit, subject always to the provisions of Section 10

hereof. Any and all work or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of The Riverview Resort Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed. No Unit Owner or Interval Week Owner shall be entitled to make any such change without the consent of all Interval Week Owners in that Unit as well as the consent of the Trustees of The Riverview Resort Condominium Trust.

3. Section (7) of the Master Deed is amended by adding thereto the following:

Floor Plan: "Revised First Floor Plan - Units 1 thru 8, Units 10, 12, 14, 16, 18, 20 & Units 21 thru 28, The Riverview Resort Condominium, (South) Yarmouth, Mass., Prepared For 37 Neptune Lane Corporation, Scale 1" = 10', July 2, 1997, Revised: February 11, 1999" which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 548 , Page 100 .

4. Section (8) of the Master Deed is amended by deleting the same and inserting in its place the following:

(8) Interest of Units in Common Areas and Facilities. Each Unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage

specified therefor in Revised Exhibit "C", annexed hereto and made a part hereof.

5. Section (9) of the Master Deed is amended by deleting the reference to forty-nine (49) Units from the first sentence and inserting in its place "forty-three (43) Units".

6. Section (10) of the Master Deed is amended by deleting Subsections (a)(i) and (ii) and inserting in their place the following:

(i) Units 1, 2, 3, 4, 5, 6, 7, 8, 29, 30, 31, 32, 33, 34, 35, and 36 may be occupied by no more than four (4) people at any time during an Interval Week;

(ii) Units 10, 12, 14, 16, 18, 20, 25, 26, 27, 28, 37, 38, 39, 40, 41, 42 and 47 may be occupied by no more than six (6) people at any time during any Interval Week; and

7. The undersigned hereby certify as follows:

a) This Amendment does alter the dimensions of certain of the Units in the Condominium, however, all of said Units are owned by the Declarant;

b) This Amendment does alter the percentage of the undivided interest to which certain Units are entitled in the common areas and facilities of the Condominium, however, all of said Units are owned by the Declarant;

c) There are no owners of Interval Weeks in the Units affected by this Amendment, other than the Declarant;

d) The holder of the first and second mortgages on the Units affected by this Amendment has assented to the same; and

e) This Amendment does not in any manner render the Master Deed as amended contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws Chapter 183A or 183B.

8. Except as amended by this Second To Master Deed and the First Amendment To Master Deed, all other terms and provisions of the Master-Deed are hereby ratified and confirmed to the extent originally applicable.

IN WITNESS WHEREOF, the said 37 NEPTUNE LANE CORPORATION, has caused these presents to be signed and its corporate seal to be hereto affixed by SILVIO DiGIOVANNI, its President and CHARLES DiGIOVANNI, its Treasurer this 6th day of May, 1999.

37 NEPTUNE LANE CORPORATION

BY: *Silvio DiGiovanni - Pres*
SILVIO DiGIOVANNI, PRESIDENT

BY: *Charles DiGiovanni - Treas*
CHARLES DiGIOVANNI, TREASURER

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

MAY 6, 1999

Then personally appeared the above named SILVIO DiGIOVANNI, President and CHARLES DiGIOVANNI, Treasurer and acknowledged the foregoing instrument to be the free act and deed of 37 NEPTUNE LANE CORPORATION, before me,

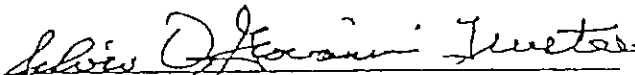
Richard S. [Signature]
, Notary Public

My commission expires: March 28, 2003

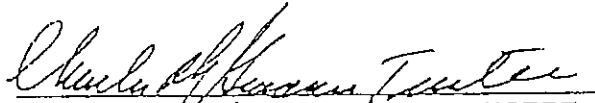
ASSENT OF TRUSTEES

The foregoing Second Amendment To Master Deed of The Riverview Resort Condominium is hereby assented to by the Trustees of The Riverview Resort Condominium Trust under a Declaration of Trust dated December 9, 1997, recorded with the Barnstable County Registry of Deeds in Book 10787, Page 130.

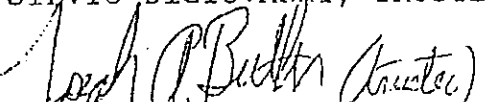
Witness our hands and seals this 6th day of May, 1999.



SILVIO DIGIOVANNI, TRUSTEE



CHARLES DIGIOVANNI, TRUSTEE



JOSEPH A. BUTLER, TRUSTEE

REVISED
EXHIBIT "B"

UNIT DESIGNATION	APPROXIMATE SQUARE FOOT AREA	NUMBER AND DESIGNATION OF ROOM	IMMEDIATELY ACCESSIBLE COMMON AREA & FACILITIES
1	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
2	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
3	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway
4	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
5	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
6	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
7	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
8	296 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
9	295 Sq. Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway

10	591 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
12	592 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main entrance Door common area hallway
14	592 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
16	592 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
18	592 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
20	594 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
21	918 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
22	921 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
23	921 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
24	921 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
25	610 Sq. Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway

26	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
27	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
28	610 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
29	296 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
30	299 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway
31	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
32	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway
33	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
34	299 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway
35	298 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main Entrance Door to common area hallway
36	299 Sq.Ft +/-	Two (2) rooms including living room/bedroom and bathroom	Main entrance Door common area hallway

37	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
38	642 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
39	642 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
40	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
41	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
42	615 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway
43	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
44	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
45	925 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
46	921 Sq.Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
47	613 Sq.Ft +/-	Four (4) rooms including living room, bedroom and two (2) bathrooms	Main Entrance Door to common area hallway

48	929 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway
49	925 Sq. Ft +/-	Six (6) rooms including living room, two (2) bedrooms and three (3) bathrooms	Main Entrance Door to common area hallway

UNIT
DESIGNATION

PERCENTAGE OF UNDIVIDED
INTEREST IN COMMON AREAS

1	1.25%
2	1.25%
3	1.25%
4	1.25%
5	1.25%
6	1.25%
7	1.25%
8	1.25%
10	2.50%
12	2.50%
14	2.50%
16	2.50%
18	2.50%
20	2.50%
21	3.75%
22	3.75%
23	3.75%
24	3.75%
25	2.50%
26	2.50%
27	2.50%
28	2.50%
29	1.25%
30	1.25%
31	1.25%
32	1.25%
33	1.25%
34	1.25%
35	1.25%
36	1.25%
37	2.50%
38	2.50%
39	2.50%
40	2.50%
41	2.50%
42	2.50%
43	3.75%
44	3.75%
45	3.75%
46	3.75%
47	2.50%
48	3.75%
49	3.75%

TOTAL 100.00%

clients\digiovan.exh.c

THE RIVERVIEW RESORT CONDOMINIUM

ASSENT TO SECOND AMENDMENT TO THE MASTER DEED

MEDFORD SAVINGS BANK, a Massachusetts banking corporation, the holder of two (2) instruments both entitled "Mortgage, Security Agreement and Assignment" one from SILVIO V. DIGIOVANNI and CHARLES J. DIGIOVANNI, Trustees of 37 Neptune Lane Trust, being dated June 5, 1997, and recorded with the Barnstable County Registry of Deeds in Book 10787, Page 130 and the other from 37 Neptune Lane Corporation dated January 7, 1998, recorded in Book 11157, Page 243, (hereinafter referred to as "Mortgages") which Mortgages constitute encumbrances on THE RIVERVIEW RESORT CONDOMINIUM as described in the Master Deed dated December 9, 1997, recorded in Book 11110, Page 1, hereby assents to the Second Amendment to Master Deed of The Riverview Resort Condominium dated May 6, 1999 and recorded in Book 12263, Page 253, including the change of the $\frac{1}{2}$ dimensions, designations and percentage of undivided interest to which certain of the Units are entitled in the common areas and facilities of the Condominium.

This assent is given pursuant to the provisions of Section 11(d) of the Master Deed.

IN WITNESS WHEREOF, the said MEDFORD SAVINGS BANK, has caused these presents to be signed and its corporate seal to be hereto affixed by

Eric B. Loth

its SR Vice Pres. this 7th day of MAY

1999.

MEDFORD SAVINGS BANK

BY: Eric B. Loth, S.V.P.

Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF

May 7, 1999

Then personally appeared the above named Eric B. Loth, Senior Vice President and acknowledged the foregoing instrument to be the free act and deed of MEDFORD SAVINGS BANK, before me,

George Bargamian, Notary Public

My commission expires: Dec 18, 2003