

**COTUIT CENTER RESIDENCES**  
**671-675 MAIN STREET**  
**COTUIT, MA 02635**

September 9, 2020

Anna Brigham  
Principal Planner  
Town of Barnstable  
200 Main Street  
Hyannis, MA 02601

**RE: Cotuit Center Residences Request for Modified Amendment/  
Site Permit**

Dear Anna:

This letter and accompanying documents will serve as the Cotuit Center Residences' (CCR) request to be placed on the next Zoning Board of Appeals agenda. It is our understanding that the Board may make two findings: (1) that the modification is minor and (2) approve the request.

If you need any further information, please contact me at 1(508) 272-2414.

Thank you for all your assistance and quick response to this matter. Look forward to hearing from you soon.

Sincerely,



Nancy E. Joyce, Clerk  
Board of Trustees  
1 (508) 272-2414  
Email: nancyejoyce@gmail22.com

Encs.



**Town of Barnstable  
Zoning Board of Appeals  
Special Permit**

**DO NOT TIME STAMP THIS SHEET**

Town Clerk's stamp is to be placed on the first page of the application which is page 3 and 4 of this packet.

Thank you.

**CHECKLIST**

**The following required information, as it applies to your application, must be submitted with the application at the time of filing, failure to do so may result in a denial of your request.**

- Three (3) copies of the completed application form with materials, each with original signatures and time stamped by the Town Clerk (One copy is to remain at the Town Clerk's office and two (2) completed applications with materials listed below must be submitted to the Zoning Board of Appeals office).

**Materials shall include:**

1. 'Wet sealed' certified property survey (plot plan) and one (1) reduced copy (8 1/2" x 11" or 11" x 17") showing the dimensions of the land, all wetlands, water bodies, surrounding roadways and the location of the existing improvements on the land as well as the proposed improvements.
  2. Proposed site improvement plan, as found approvable by the Site Plan Review Committee (if applicable), with building dimensions, elevations and layout as may be required plus one (1) reduced copy (8 1/2" x 11" or 11" x 17") of each drawing. These plans must show the exact location of all proposed improvements and alterations on the land and to the structures.
- Check made payable to The Town of Barnstable in the amount as outlined below: Fee is non-refundable.

<b>Single &amp; Two Family</b>	
Home Occupation, Bed & Breakfast Special Permits	\$600.00
All Other Special Permits	\$400.00
<b>Multi-Family</b>	
Multi-Family	\$750.00 plus \$100.00 per unit
<b>Commercial Business &amp; Industrial</b>	
Under 4,999 gross square feet of structure	\$750.00 (Plus \$100.00 for location/traffic review of permits along Routes 132, 28, 6A and West Main Street, Hyannis)
5,000 to 9,999 gross square feet of structure	\$1000.00 (Plus \$100.00 for location/traffic review of permits along Routes 132, 28, 6A and West Main Street, Hyannis)
10,000 gross square feet of structure and above	\$1500.00 (Plus \$100.00 for location/traffic review of permits along Routes 132, 28, 6A and West Main Street, Hyannis) (Plus \$100.00 for each additional 10,000 gross square feet)
<b>Time Extension</b>	
Six (6) Month Decision Time Extension	\$100.00

Site Plan Review Required

- Check made payable to The Barnstable Patriot in the amount of \$200.00 to be held by this office until notice is received indicating that the legal ad has been paid by the applicant/representative. Once paid, this office will return the check to applicant/representative.
- Postage stamps will be required in order to notify abutters. Please contact this office for the amount of stamps needed prior to submitting application.
- If after application is submitted and applicant/representative wishes to submit additional supporting documentation to assist the board in making a determination, twelve (12) copies must be submitted eight (8) days prior to the public hearing
- If the Applicant(s) differs from property owner, the Applicant will be required to submit one original notarized letter from the owner authorizing the Applicant(s) to represent them before the Board. Also, if perspective owner(s), an executed Purchase and Sales Agreement or lease, or other documents to prove standing and interest in the property will be required.



Town Clerk Stamp

Town of Barnstable  
Zoning Board of Appeals

Application for a Special Permit

For Office Use Only	
Date Application Received:	Appeal No.:
Hearing Due Date:	Hearing Date:
Decision Due:	

Property Owner: <i>Cotuit Center Residences</i>	Phone: <i>508-272-2414</i>	<i>Nancy Joyce, Clerk</i>	
Property Location: <i>671-675 Main Street</i>	Village: <i>Cotuit</i>		
City: <i>Cotuit / Barnstable</i>	State: <i>MA</i>	Zip: <i>02635</i>	
Address of Owner (if different from above): <i>Street #, Street Name N/A</i>			

City:	State:	Zip:		
Assessor's Info:	Map:	Parcel:	Zoning District:	Groundwater Overlay:
Registry of Deeds/Land	Book:	Page:	Document #:	Certificate #:
Court Reference:	Plan Book:	Plan Page:		

Applicant's Name: <sup>1</sup>	<i>Cotuit Center Residences</i>	Phone: <i>508-272-2414</i>
Applicant's Address:	<i>671-675 Main Street</i>	Fax #:
City:	<i>Barnstable</i>	State: <i>MA</i> Zip: <i>02635</i>

If Applicant(s) differs from owner, state nature of interest<sup>2</sup>

*N/A*

The undersigned hereby applies to the Zoning Board of Appeals for a Special Permit, in the manner and for the reasons set forth below:

*Nancy E. Joyce, Clerk*

Cite Section(s) & Title(s) from Zoning Ordinance:	<i>240-</i>
---	-------------

Description of Activity/Reason for Request:	<i>modified Amendment / Site Permit</i>
---	---

<sup>1</sup> The Applicant(s) Name will be the entity to whom the Special Permit will be issued to.  
<sup>2</sup> If the Applicant(s) differs from property owner, the Applicant will be required to submit one original notarized letter from the owner authorizing the Applicant(s) to represent them before the Board. Also, if perspective owner(s), an executed Purchase and Sales Agreement or lease, or other documents to prove standing and interest in the property will be required.

Is property subject to an existing Special Permit or Variance:	<input checked="" type="checkbox"/> Yes Please list Appeal #(s): 2005-100	<input type="checkbox"/> No
--	--	-----------------------------

Existing Level of Development of Property – Existing Number of Buildings:	5 buildings (8 units)	
Existing Use of Property:	Condominium Association	
Existing Gross Floor Area:		
Proposed Level of Development of Property – Total Number of Buildings:		
Proposed Use of Property:	N/A	
Proposed New Gross Floor Area:	N/A	
Site Plan Review Number: <small>Not required for Single or Two-Family Use</small>	Date Approved:	

Description of Construction Activity (if applicable):	N/A	

Is the property located in a designated Historic District:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the building a designated Historic mark: only 671 Main Street	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this proposal subject to approval by the Board of Health:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this proposal subject to the jurisdiction of the Conservation Commission:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you applied for a building permit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you been refused a building permit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signature: Nancy E. Joyce, Clerk	Date: 9-8-2020	
Print Name: Nancy E. Joyce	Phone: 508-272-2414	
Mailing Address: 675 Main Street		
City: Cotuit	State: MA	Zip: 02635
Fax Number:	Email Address: nancyjoyce22@gmail.com	

## DOCUMENT A

Cotuit Center Residences Condominium Trust.  
Cotuit, MA

671 - 675 Main Street,  
September 8, 2020

### **Request to Town of Barnstable Zoning Board of Appeals**

#### **Background:**

An E-mail sent from Matt Spillane, Esq. to Paul Wackrow, Town of Barnstable, dated June 17, 2020, includes the following:

“The Endorsed Disposition and Settlement Agreement “EDSA” is recorded at the Barnstable Registry of Deeds at Book 27606 Page 3. The EDSA and Settlement Agreement is recorded immediately thereafter at Book 27606 Page 32.

According to Atty. Spillane:

“The Premises have long since been improved, and the Units are fully occupied, and the Developer no longer maintains any attachment to the Premises. I do not believe it is an incorrect statement to assert that Premises have been developed and improved in accordance with the EDSA and Memorandum of Understanding #1 and Memorandum of Understanding #2 which both modify the EDSA and are recorded at Book 27606 Page 58 and Book 27606 Page 61 respectively.”

“After conversations with Town Counsel and the Building Inspector, I believe the Parties agree that it would be burdensome to the Town and costly for the Trust for the Town to continue to monitor architectural, aesthetic, and landscaping changes to the locus. With staff support, the Condominium Trust would like to assume responsibility for monitoring architectural, aesthetic, and landscaping changes that may occur on the Premises. Shifting this focus and eliminating the requirement of Paragraph 7 does not detract from the purpose of the EDSA and MOU #1 and MOU #2. The specific request of the Condominium Trust is that Paragraph 7 be stricken from the EDSA.”

“The Condominium Trust recognizes that nothing in the request it seeks would relieve the Trust from seeking any approval or permit for changes to the locus that might be independently required by the Town outside of the EDSA and MOU #1 and MOU #2. “

Matt Spillane further states in this E-mail:

“If upon review of the Comp Permit’s Condition 5, Charlie still disagrees, then obviously the Trust would like to proceed to the ZBA. The Trust has commissioned and now has in its possession an updated site condition plan.”

## **REQUEST to ZBA from Cotuit Center Residences Condominium Trust:**

Since the Condominium Trust was turned over to the Condominium Association in September 2018, Keith Sexton, CCR President, and Nancy Joyce, CCR Clerk, have been communicating by email and in person with various Town of Barnstable officials. The latest communication with Anna Brigham suggests we are simply looking for approval of landscape plantings. **The above email from Matt Spillane more clearly represents our request for the Condo Association to assume responsibility for monitoring architectural, aesthetic, and landscaping changes that may occur on the Premises.**

Because we are trying to complete work that the developer left undone, our current proposed modifications are:

- Completion of retaining wall and fencing - rear of property A1
- Completion of plantings in front of each condo building
- Beautification of area around "Catch Basin" / "Rain Garden" in front of the A1 building down to the sidewalk - Common Area -with appropriate plantings and maintenance plan.

Included with this request:

- Site Plan 2010 from Down Cape Engineering
- Site Plan 2020 from Down Cape Engineering - emailed from Keith Sexton, CCR President, to town officials 6/6/2020
- Communication from Richard Fisher, Fisher Landscaping, that "plantings proposed for the common rain garden, which is designed to collect and filter storm water, are appropriately selected and/or maintained." Request made by Anna Brigham 9/2/ 2020.
- Completed ZBA Application

**Our Main Request from the ZBA is, as stated above, For the Condo Association to assume responsibility for monitoring architectural, aesthetic and landscaping changes that may occur on the premises.**

We have communicated with the following Town of Barnstable officials:

Charles McLaughlin  
Brian Florence  
Paul Wackrow  
Karen Herrand  
Elizabeth Jenkins  
Anna Brigham

Respectfully Submitted,



Nancy Joyce, Clerk Cotuit Center Residences Board of Trustees

# Invoice

Richard Fisher  
P. O. Box 1783  
Sandwich MA 02563  
508 648 1855

Date	Invoice #
9/8/2020	10326

Bill To
Cotuit Center Residences P.O. Box 696 Cotuit MA 02635

Description	
<p>This letter is to assure the Association that all plantings installed in the catch basins will be appropriately selected and maintained, recognizing that certain varieties are most appropriate for these areas. There are countless varieties that are excellent choices for this application.</p> <p>Richard Fisher Landscaping P.O. Box 1783 Sandwich, MA 02563</p> <p><i>Richard T. Fisher, Owner</i></p>	

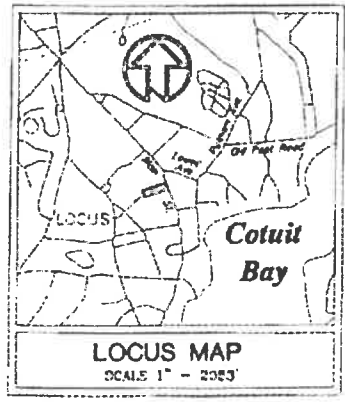
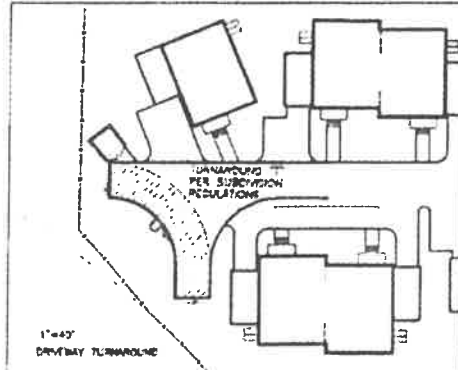
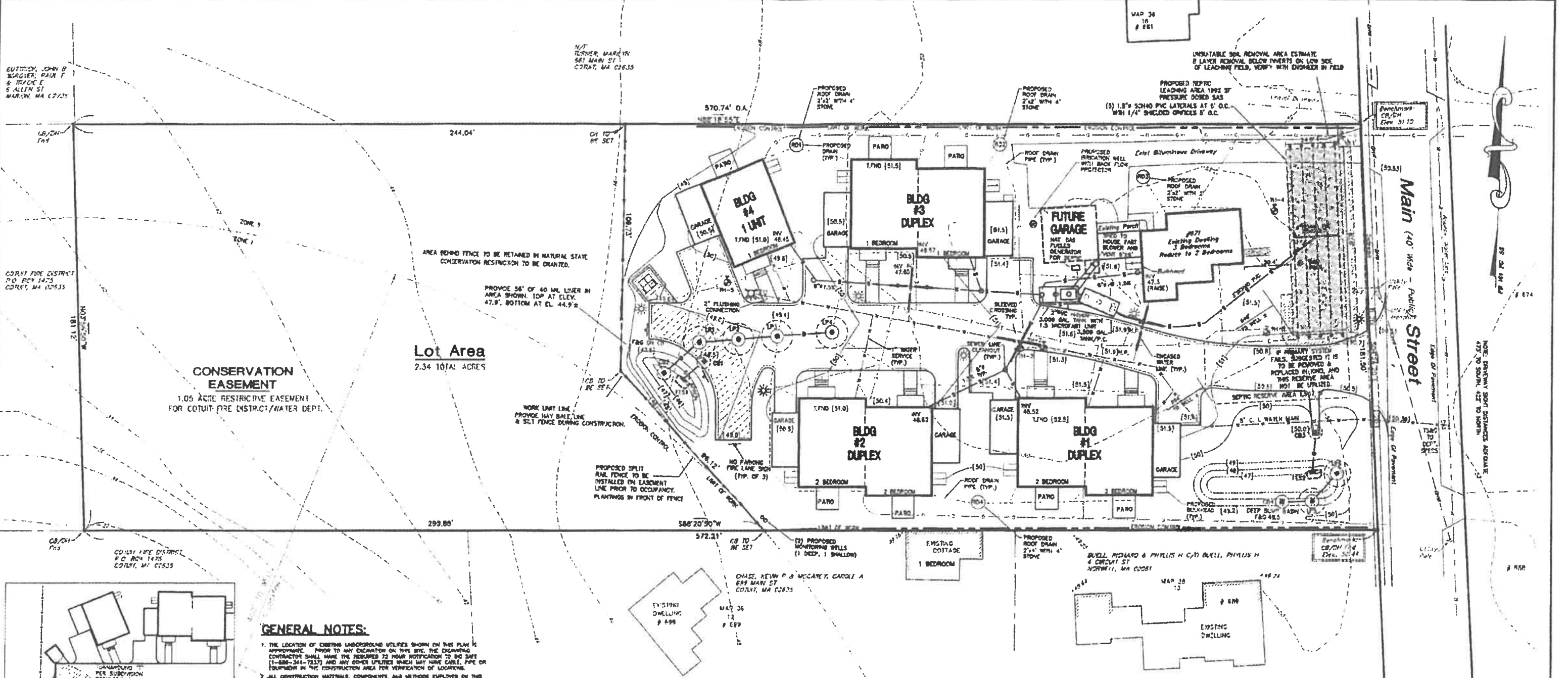
From: Richard Fisher [mrfisher1960@gmail.com](mailto:mrfisher1960@gmail.com)  
Subject: Richard Fisher  
Date: Sep 9, 2020 at 10:23:29 PM  
To: Molly Kelley [dk80524@gmail.com](mailto:dk80524@gmail.com)

---



Virus-free. [www.avg.com](http://www.avg.com)





**GENERAL NOTES:**

- THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN IS APPROXIMATE. PRIOR TO ANY EXCAVATION ON THIS SITE, THE CONTRACTOR SHALL MAKE THE REQUIRED 72 HOUR NOTIFICATION TO THE CITY (1-888-344-7233) AND ANY OTHER UTILITIES WHICH MAY HAVE CABLE, PIPE OR EQUIPMENT IN THE CONSTRUCTION AREA FOR VERIFICATION OF LOCATION.
- ALL CONSTRUCTION MATERIALS, COMPONENTS, AND METHODS EMPLOYED BY THE PROJECT WORK SHALL CONFORM TO THE TOWN OF BARNSTABLE SUBDIVISION REGULATIONS AND/OR THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR BRIDGES AND HIGHWAYS AS APPLICABLE TO PRESENT. ALL SEPTIC WORK AND MATERIALS TO CONFORM TO 310 CMR 16.00 TITLE 8 AND BARNSTABLE HEALTH REGULATIONS.
- VERTICAL DATA IS PROVIDED AS DERIVED FROM TOWN GIS DATA.
- ALL ROOF FLASHING TO BE PIPED TO DRAINAGE SYSTEM. COORDINATE DOWNSPOUT LOCATION WITH ARCHITECT ROOF DRAINS & PROVIDE PVC AT 1% MIN. PITCH TO DRYWELLS/DRAINAGE. ALL STORMWATER FROM IMPERVIOUS SURFACES TO BE RECHARGED ON-SITE.
- DESIGN LOADS FOR ALL PROPOSED UNITS TO BE AMHS-14-20 UNLESS NOTED.
- SEPTIC SYSTEM UNDER PERMANENT OPERATION AND MAINTENANCE CONTRACT. INSPECTIONS REQUIRED VIA SYSTEM INSTALLER TO CONTACT VENDOR AND COORDINATE ALL CONSTRUCTION DETAILS WITH VENDOR.
- GRADE ALL URBAN AREAS TO PROVIDE POSITIVE PITCH AWAY FROM BUILDINGS.
- 1" LEAN AND SETS ALL DISTURBED AREAS NOT PAVED. ALTE. METING ON ALL SLOPES >12%. STAKED 5:1 FENCE AROUND WORK LIMIT TO BE MAINTAINED UNTIL SITE STABILIZED. SEE NOTE 19.
- ALL SEWER PIPING & VENTING PVC AT 2% MIN. UNLESS NOTED.
- SEWER COMPONENTS NOT TO BE BACKFILLED OR CONCEALED WITHOUT PERMISSION BY ENGINEER AND PERMITS OBTAINED.
- COORDINATE UTILITY INSTALLATIONS WITH APPROPRIATE VENDORS.
- SITE LIGHTING SHALL BE RESIDENTIAL STYLE POST LIGHTS AND SHALL NOT CAUSE GLARE FOR NEIGHBORS, PEDESTRIANS, OR NEIGHBORING TOWNSHIPS.
- TOPOGRAPHY AND BEVEL LOCATION FROM FIELD SURVEY BY DOWN CAPE ENGINEERING. SOME OFF SITE DETAIL FROM TOWN GIS DATA - APPROXIMATE. FOR REFERENCE ONLY.
- ANY FILL AREAS ARE TO BE CLEANED AND COVERED WITH TOP AND SUBSOIL REMOVED PRIOR TO FILL PLACEMENT. ALL FILL TO BE CLEAN & STRUCTURAL FILL COMPACTED IN 6" LAYS TO PER MODIFIED PROCTOR MAX. DENSITY. AREAS UNDER BUILDINGS TO BE MONITORED AND INSPECTED BY FOUNDATION ENGINEER, 48 HR. NOTICE REQUIRED.
- ALL PROPOSED PAVEMENT TO BE FINISHED WITH CAPE EOD BENE 12" X 5' ROOM TO BE CREATED INTERNAL WITH BASE AND TOP COATS OF ASPHALT.
- IF SEWER LINES MUST CROSS WATER SUPPLY LINES, THE SEWER PIPE SHALL BE CONSTRUCTED OF CLASS 150 PRESSURE PIP AND SHALL BE PRESSURE TESTED TO ASSURE WATER TIGHTNESS.
- SEWER LINES SHOULD BE 36" (18" MIN) BELOW WATER SUPPLY LINES, BUT IF IT IS NECESSARY TO CROSS ABOVE A WATER UTILITY, BOTH THE BUILDING SEWER AND THE WATER LINE SHALL BE ENCASED IN A LARGER DIAMETER WATERPROOF PIPE FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING. (DET. BSNR, SEWER REGS. TITLE 8, AND 16-18)
- ALL WATER MATERIALS & SPECIFICATIONS MUST CONFORM TO COTUIT WATER DEPARTMENT REGULATIONS. APPROVED CONTRACTOR REQUIRED. COORDINATE W/ COTUIT WATER DEPARTMENT.
- SWPPP AND HD TO BE FILED WITH EPA PER NPDES REGULATIONS PRIOR TO CONSTRUCTION.
- ROOF GRABS TO BE PROVIDED AT ONE SQUARE FOOT OF LEACHING AREA PER 12 SQ. FT. OF ROOF AREA.
- CONDOMINIUM MASTER DECED SHALL REFLECT TOTAL NUMBER OF BEDROOMS ON THE SITE TO 13 MAXIMUM.

**LEGEND:**

- CONCRETE ROUND/SPALL W/FL
- PROPOSED LIGHT POST
- EXISTING TREE
- PROPOSED TREE
- PROPOSED CATCH BASIN
- PROPOSED LEACHING PIT
- PROPOSED SEWER MANHOLE
- PROPOSED ROOF DRAIN
- PROPOSED DRAIN LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED CENTER LINE
- PROPOSED GAS LINE
- PROPOSED ELECTRIC LINE
- PROPOSED WATER LINE
- PROPOSED ROOF DRAIN 4" DIA. CONC. W/ 4" STONE
- PROPOSED SEWER CLEANOUT

STRUCTURE	TRIM	INVERT	TOP OF PRECAST
CB1	48.5	48.0	48.0
CB2	47.6	44.5	48.5
CB3	48.7	44.4	48.4
LP1	48.8	44.4	48.4
LP2	48.8	44.4	48.4
LP3	49.2	44.4	48.4
LP4	48.8	44.4	48.4
CB4	50.0	47.5	45.0
FF52		47.5	
CB4	48.5	48.0	48.0
LP5	48.5	45.8	48.3
LP6	48.5	45.8	48.3
RD1		45.0	48.0
RD2		47.0	48.0
RD3		48.0	48.0
RD4		47.0	48.0

12-14-14  
 DATE DANIEL A. OVALA, P.E., P.L.S.

off 509-362-4541  
 fax 508-362-8850  
 downcape.com  
**down cape engineering, inc.**  
 civil engineers  
 land surveyors  
 939 Main Street (Rte 6A)  
 YARMOUTHPORT MA 02675

**COTUIT CENTER RESIDENCES  
 (FMLY. BAY POINT TOWNHOUSES)  
 GRADING & UTILITIES  
 SITE PLAN**

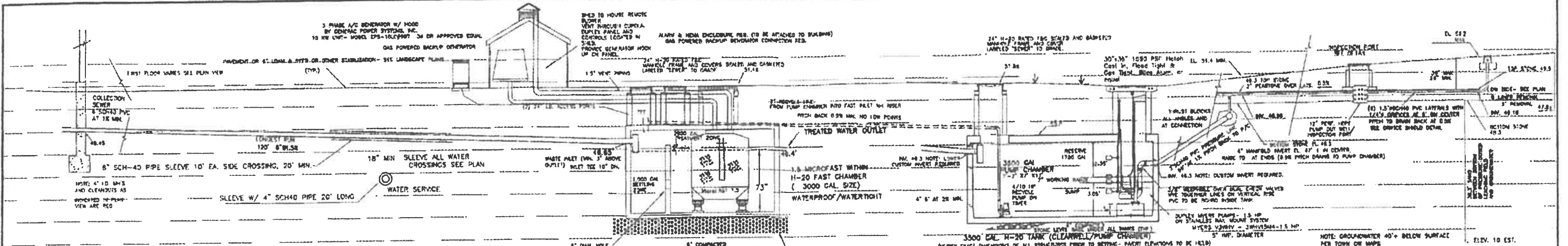
OF LAND IN  
**COTUIT (BARNSTABLE), MA**

PREPARED FOR  
**PLM BUZZY, LLC**  
 2604 ELMWOOD AVE, SUITE 352  
 ROCHESTER, NY 14618

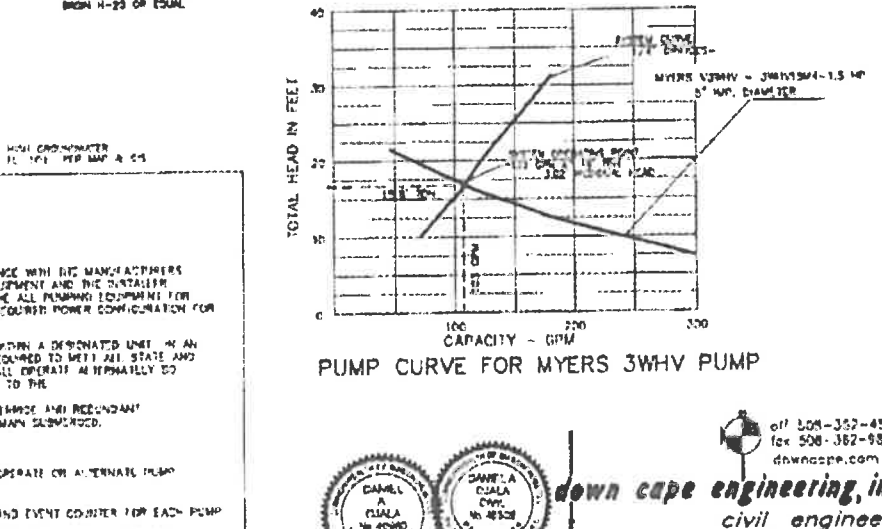
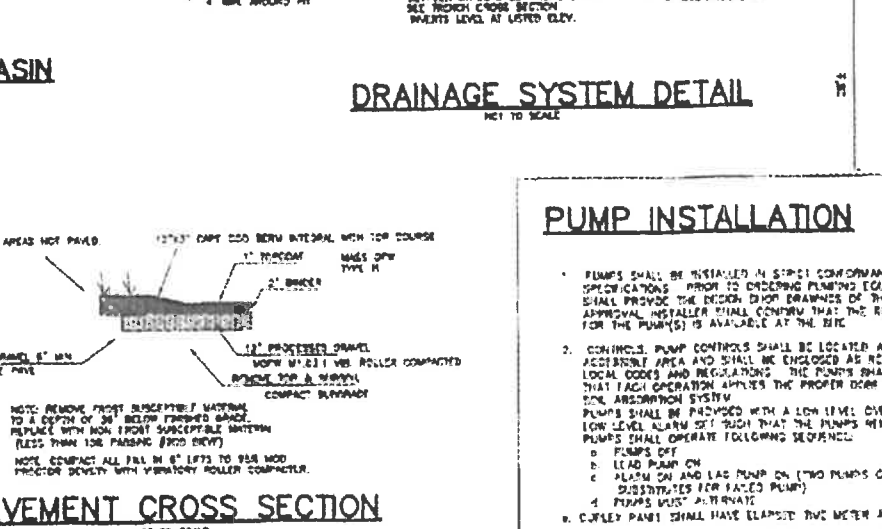
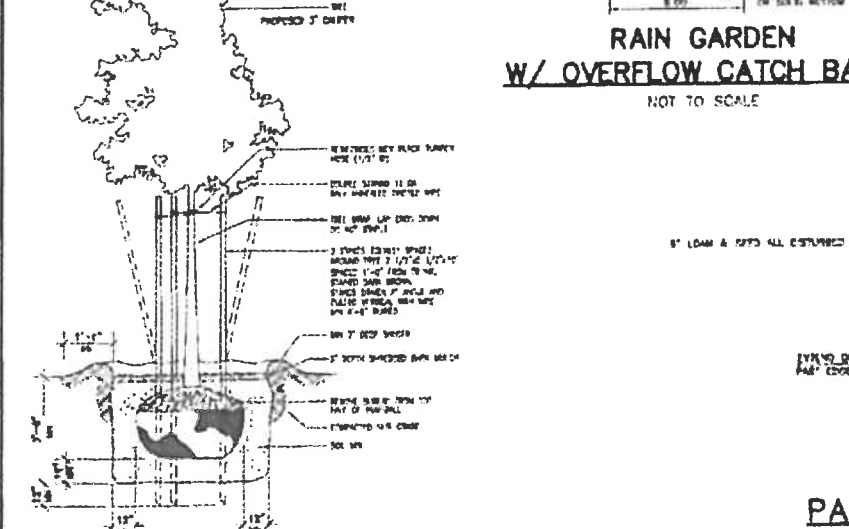
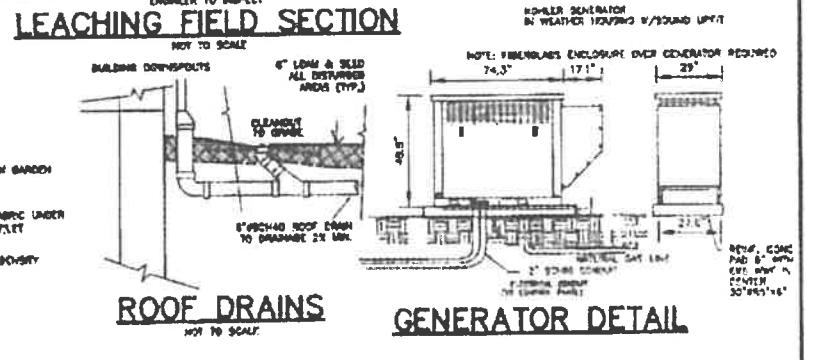
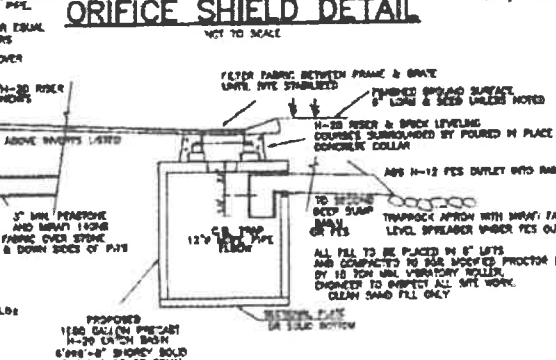
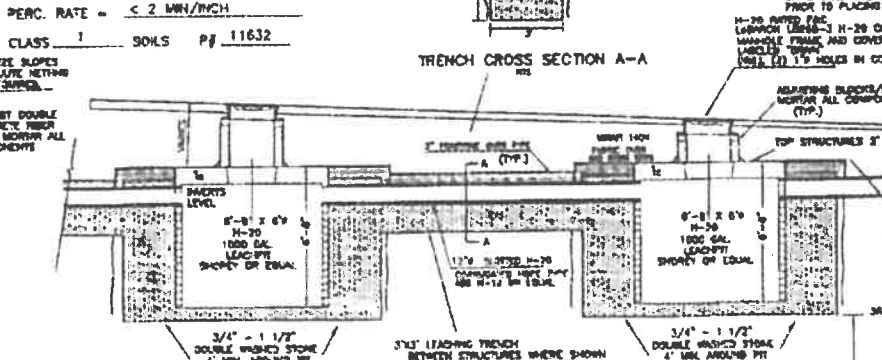
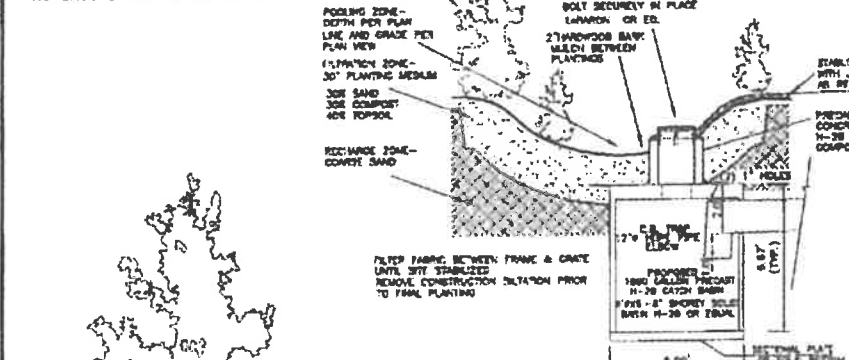
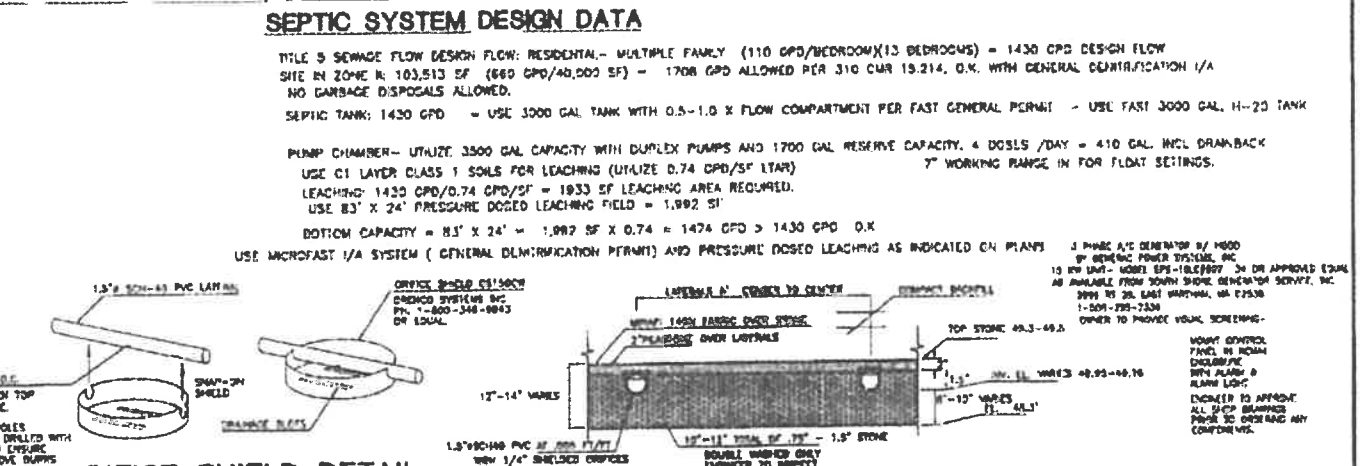
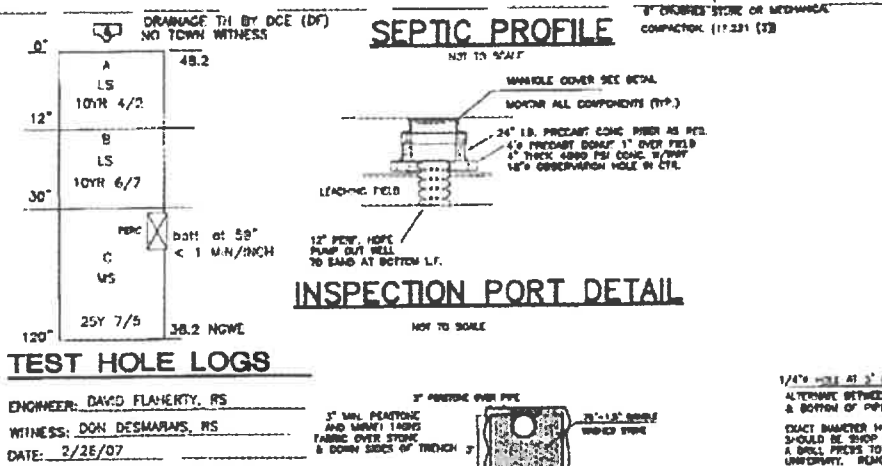
**#671 MAIN STREET, COTUIT, MA**

SCALE: 1" = 20' DATE: 11-22-04  
 REVISED: 1-19-05 REVISED: 5-10-07  
 REVISED: 4-6-08 REVISED: 8-19-08  
 REVISED: 7-27-07 REVISED: 4-10-09  
 REVISED: 4-5-07 REVISED: 5-8-09  
 REVISED: 5-27-14  
 REVISED: 6-6-14  
 REVISED: 12-19-14 (TOWN COMMENTS)





ELEV.	50.3'	ELEV.	50.9'	ELEV.	51.3'	ELEV.	51.9'	
12"	A LS 10YR 4/2	49.3	12"	B LS 10YR 4/2	48.9	12"	C LS 10YR 4/2	48.5
30"	B LS 10YR 6/7	47.8	32"	C LS 10YR 6/7	48.2	31"	D LS 10YR 6/7	49.2
120"	C MS 25Y 7/5	40.3	144"	D MS 25Y 7/5	41.8	NO GROUNDWATER ENCOUNTERED		

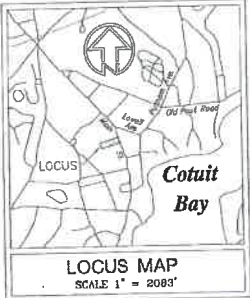


**BAY POINT TOWNHOUSES**  
 DETAIL SHEET TO ACCOMPANY  
**SITE PLAN**  
 OF LAND IN  
**COTUIT (BARNSTABLE) MA**  
 PREPARED FOR  
**PLM BUZZY, LLC**  
 2604 ELMWOOD AVE. SUITE 352  
 ROCHESTER, NY 14618  
**#671 MAIN STREET, COTUIT, MA**  
 SCALE: 1" = 20'  
 DATE: 11-22-04  
 REVISED: 1-19-06  
 REVISED: 4-8-06  
 REVISED: 2-27-07  
 REVISED: 4-5-07  
 REVISED: 5-27-14  
 REVISED: 6-6-14  
 REVISED: 12-19-14 (TOWN COMMENTS)

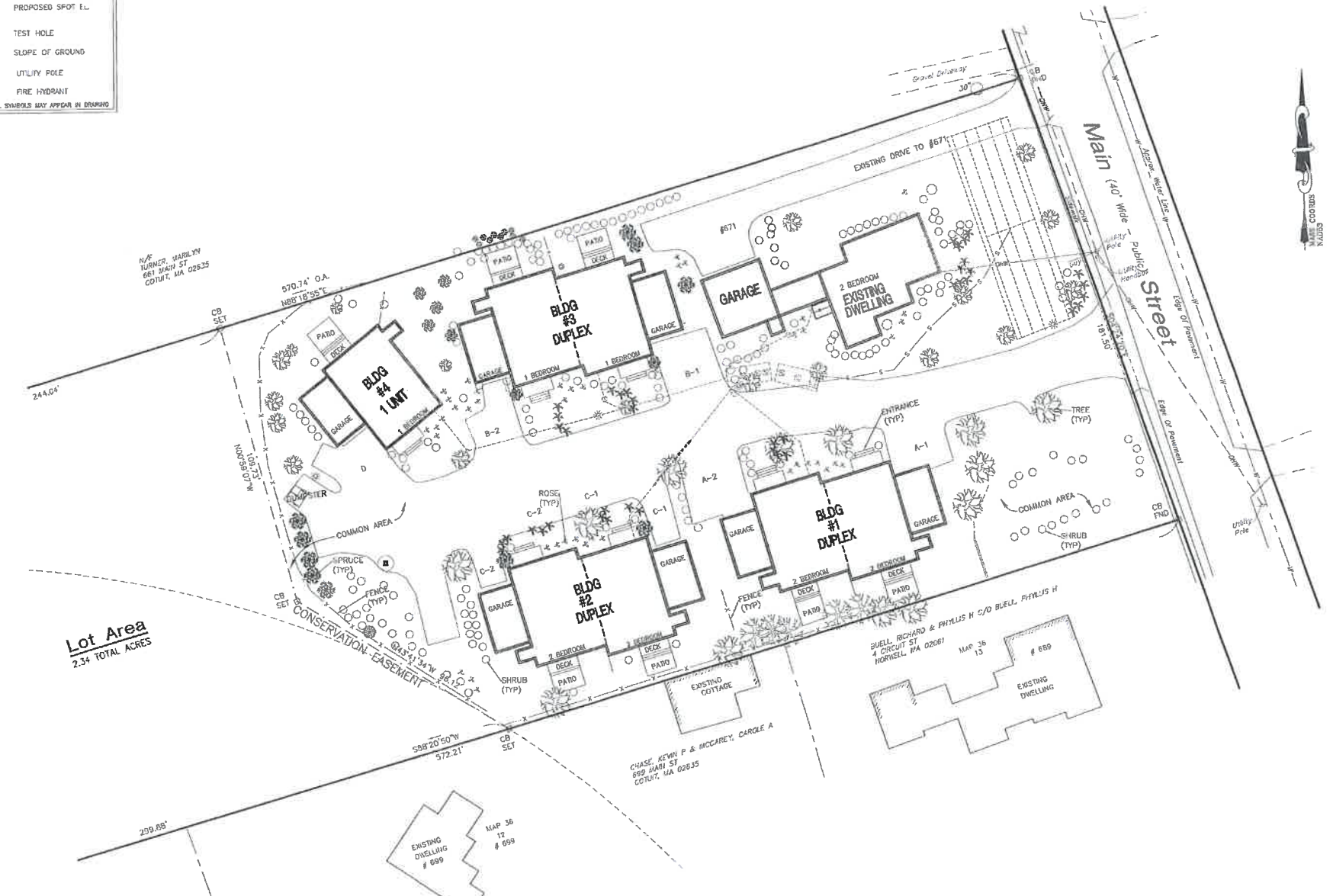


LEGEND	
99	EXISTING CONTOUR
X 89.7	EXIST. SPOT ELEV.
-[89]	PROPOSED CONTOUR
[86.4]	PROPOSED SPOT E.L.
TH	TEST HOLE
2%	SLOPE OF GROUND
U	UTILITY POLE
FH	FIRE HYDRANT

NOTE: NOT ALL SYMBOLS MAY APPEAR IN DRAWING



- NOTES**
1. DATUM IS NAVD83.
  2. THIS PLAN IS FOR PROPOSED WORK ONLY AND NOT TO BE USED FOR LOT LINE STAKING OR ANY OTHER PURPOSE.
  3. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING DEEPAE 61-885-344-7235 AND VERIFYING THE LOCATION OF ALL UNDERGROUND & OVERHEAD UTILITIES PRIOR TO COMMENCEMENT OF WORK.
  4. EXISTING SEPTIC LOCATION PER TR-640 01 FILE WITH TOWN.



**SITE PLAN**  
OF  
**#675 MAIN STREET**  
**COTUIT, MA**  
PREPARED FOR  
**KEITH SEXTON**

DATE: JUNE 8, 2020  
Scale: 1" = 20'

**FOR REVIEW**

6-8-20  
DATE DANIEL A. OJALA, P.E., P.L.S.

down cape engineering, inc.  
civil engineers  
land surveyors  
939 Main Street (Rte 6A)  
YARMOUTHPORT MA 02675

F Y I

**MASTER DEED**  
**OF**  
**COTUIT CENTER RESIDENCES CONDOMINIUM**

1500 Book 674 Page 21+22  
Plan Book 674 Page 21+22

PLM BUZZY LLC, a Massachusetts Limited Liability Company with its usual place of business at 120 East Avenue, 3<sup>rd</sup> Floor, Rochester, NY 14610("Declarant"), being sole owner of certain premises on 671 Main Street, Cotuit, MA 02635, hereinafter described, by duly executing and recording this Master Deed (hereinafter any reference to the terms Master Deed shall refer to this Master Deed), do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and propose to create , and do hereby create, a Condominium to be governed by and subject to the provisions of said Chapter 183A and to that end, I hereby declare and provide the following:

1. **NAME OF THE CONDOMINIUM.** The name of the Condominium shall be Cotuit Residences Condominium hereafter referred to as the Condominium.  
*Center*

2. **DESCRIPTION OF THE LAND.** The premises which constitute the Condominium hereby established comprise the land together with the buildings and improvements thereon, and are described in a deed from BAY POINT, LLC to PLM BUZZY LLC, dated December 19, 2013 and recorded in the Barnstable County Registry of Deeds in Book 27900, Page 187, all as described on EXHIBIT A, attached hereto and made a part hereof. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work(if any) on the Condominium, provided that the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonable affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

3. **DESCRIPTION OF BUILDINGS.**

The Condominium will be constructed and incorporated by this Master Deed. When completed the Condominium will consist of 8 age-restricted units with 13 total bedrooms consisting of the renovation of the existing structure into a 2 bedroom home, 4 townhouse units, each with 2 bedrooms located in two duplex buildings and three one bedroom units, two of which shall be in a duplex structure and one of which shall be free-standing. One of the two-bedroom units will be affordable and one of the one-bedroom units in the duplex will be affordable, all consistent with the Comprehensive Permit recorded in Book 27606 Page 3, Book 28774 Page 200, the Confirmatory Regulatory Agreement recorded in Book 28824 Page 38 and the Endorsed Disposition and Settlement Agreement.

4. **DESCRIPTION OF UNITS.** The designation of each unit together with a statement of their location, approximate area, number of rooms, and immediate common area to which it has access and any other data necessary for its proper identification and other descriptive specifications thereof are set forth in **EXHIBIT B** attached hereto and made a part hereof. All units shall have access to the steps, walkways, green space, dumpster, parking areas, and all other areas immediately adjacent to and contiguous with the Condominium and each unit, as depicted on the Site Plan.

A. **Floors:** The upper surfaces of the concrete forming the floor of the basement of those Units having Basements and the plane of the upper surface of the sub-flooring in those Units without basements;

B. **Ceilings:** The plane of the lower surface of the ceiling joists.

C. **Interior Building Walls:** The plane of the interior surface of the wall studs facing such unit.

D. **Exterior Building Walls, Doors, and Windows:** As to the walls, the plane of the interior surface of wall studs; as to the doors the exterior surface thereof; and as to windows, the exterior surface of the glass and the window frames.

E. **Pipe Chases or Other Enclosures** concealing pipes, wires or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common area and facilities.

F. All structural Portions of the building are part of the common areas and facilities.

5. **COMMON AREAS AND FACILITIES.** 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, together with the benefit of and subject to all rights, reservations, easements, takings, restrictions and agreements of record;

B. The yards, lawns, gardens, driveways, walkways, parking areas, and other improvements on the land, including, without limitation, walls, fences, railings, steps,

exterior lighting fixtures, and similar facilities.

C. Those portions of the buildings not included within the boundaries of the units including the foundations, columns, girders, beams, supports, exterior walls, party and common walls, roofs, gutters, drainage downspouts and other elements attached to the buildings but not included with the units;

D. The installation of central service equipment providing power, light, air, exhaust, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto, all smoke detectors and fire alarm systems, sprinkler systems, all conduits, junction boxes, chutes, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services or waste removal contained in portions of the building 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 (but specifically excluding equipment contained within and servicing a single unit), together with an easement of access thereto. The maintenance, repair, and replacement of the heating apparatus shall be the obligation of the unit owners whose unit is served thereby.

E. Such additional common areas and facilities as may be defined in Chapter 183A, and except as otherwise provided or stipulated herein.

Each unit owner shall be entitled to an undivided interest in the common areas and facilities in the percentages as set forth in **EXHIBIT C**, which is attached hereto and incorporated herein by reference. **EXHIBIT C** sets for the percentage ownership in the common areas based upon the values of the units to be incorporated by amendment to the Master Deed and shall be subject to (1) the terms and provisions of this instrument including exclusive rights as provided herein and of the By-Laws of the Condominium Trust, as defined and described in Paragraph 13 herein, (2) Rules and Regulations promulgated pursuant thereto with respect to the use thereof, (3) the timely making of the payments required to be made in connection therewith.

6. **SITE AND FLOOR PLANS.** There has been recorded herewith a Site Plan entitled "Cotuit Center Residences Condominium Site Plan" prepared for PLM Buzzy, LLC, #671 Main Street, Cotuit, MA, Scale 1"=20', dated January 17, 2018 and an attached set of floor plans entitled "Cotuit Center Residences Condominium Building Plans", prepared for PLM Buzzy, LLC, #671 Main Street, Cotuit, MA, Scale 1" = 10' dated January 17, 2018 showing the layout, location, unit numbers, and dimensions of the Units and stating the name of the Condominium and bearing the verified statement of said Surveyor, certifying that the plans fully and accurately depict the layout, location, and unit numbers and dimensions of the units, as built.

7. **MODIFICATION OF UNITS.** Except as otherwise provided herein the owner of any unit may not at any time make any change or modification of the of the exterior of said unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its surfaces; however, such owner may at any time and from time to time change the use and designation of any room or space within the unit, subject always to the provisions of this Master Deed, and the provisions of the By-Laws of the Trust

including the Rules and Regulations promulgated and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit issued by the Town of Barnstable, where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustee or managing agent appointed by the Trustee, as the case may be, of the Trust. Such approval shall not be unreasonably withheld or delayed. Any unit owner doing such work shall indemnify the Trustees and all other unit owners from and against, and hold each of them harmless against, any claims for damage to persons or property, and any mechanics or materialmen's liens which arise out of work.

8. USE AND RESTRICTIONS ON USE OF UNITS.

A. The units shall be used for residential purposes as permitted under the Town of Barnstable Zoning By-Laws and no unit is intended or designed for commercial purposes. Not more than one family unit nor more than two (2) unrelated persons per bedroom; no portion of the units shown as Loft, Attic, Basement Area or Office on the Master Plans shall be used as a sleeping area or bedroom, no modifications shall be made or closets added to those areas.

B. The units and common elements shall be used only for purposes consistent with their design and in a manner consistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto;.

C. Each unit shall be used only for such purposes and to such extent as will not overload or interfere with any common element or the enjoyment thereof by the owners of other units.

D. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is in violation of the By-Laws or Rules and Regulations of the Trust or which unreasonably interfere with or is an unreasonable annoyance to the peaceful possession or proper use of the property by the other unit owners or occupants or which requires (unless the Trustees consent thereto) any alteration of or addition to the common element.

E. No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Trustees in accordance with the By-Laws, or do or permit anything to be done, to keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies; (2) adversely affect the right to recovery thereunder; (3) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws, or result in any increase in the insurance rates or premium unless, in case of such increase, the unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Trustees in accordance with the By-Laws, or with respect to any policy of insurance carried independently by any unit owner in the building as permitted by the By-Laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest ranked unit in the building by any reason of anything that is done or kept in a particular unit, or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Trustees, or as a result of the failure of such unit owner or occupant to comply with any of the other terms and provisions of this Master Deed, the By-Laws, or the Rules and Regulations, the unit

owner of that particular unit shall reimburse the Trustees and such other unit owners respectively for the resulting additional premiums which shall be payable by the Trustees or such other unit owners as the case may be. The amount of any such reimbursement due the Trustees may without prejudice to any other remedy of the Trustees be enforced by assessing the same to that particular unit as a Special Common Charge under the By-Laws.

F. No unlawful use shall be made of the property or any part thereof, and all valid laws, rules, and regulations of all government agencies having jurisdiction thereof (collectively "legal requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the unit owner or owners, or the Trustees, as the case may be, whichever shall have the obligations under the By-Laws to maintain and repair the portion of the property affected by any such Legal Requirement affecting its unit or the property. Notwithstanding the foregoing provisions, any unit owner may, at his own expense, defer compliance with the contest, by appropriate proceedings prosecuted diligently and in good faith the validity or applicability of any Legal Requirement affecting any portion of the property which such unit owner is obligated to maintain and repair, and the Trustees shall cooperate with such unit owner in such proceedings provided that:

1. Such unit owner shall pay and shall defend, save harmless, and indemnify the Trustees, the Trust, and each other unit owner against all liability loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorney's fees and other expenses reasonably incurred as limited by the provisions of the, Permitting Documents, this Master Deed, the Trust and By-laws; and

2. Such unit owner shall keep the Trustees advised as to the status of such proceedings. Such unit owner need not comply with any Legal Requirement so long as it shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Trustees may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to deferral of compliance.

G. No unit owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents, or flues of the building which cause or might be anticipated to cause damage thereto, spread odors or otherwise, and be offensive.

H. All mechanical equipment installed in any unit shall be so designed installed, maintained, used by the owner and occupant of such unit, at the expense of such owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors, and other objectionable transmissions from such unit to any other area of the



building.

I. No owner of a unit shall, without the written approval and consent of the Trustee, place or suffer to be placed or maintained (1) on any exterior door, wall, window of the unit, or upon any door, wall, or window of the common elements, any sign, awing or canopy, addition, or advertising matter or other thing of any kind, or (2) any decoration, lettering or advertising matter on the glass of any window or door of the unit or (3) any advertising matter within the unit which shall be visible from the exterior thereof; provided, that the Trustees shall establish reasonable and uniform regulations permitting the placement and maintenance by each owner identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the Condominium.

The Trustees of the Trust also reserve the right and easement to enter upon the premises from time to time at reasonable hours, for the purpose of reconstructing and repairing adjoining units, common areas and facilities, and to perform any obligations of the Trust required or permitted to be performed under the Master Deed and /or the By-Laws of the Trust.

The maintenance, repair, and improvement of the exterior portion of the units shall be performed by the Trust and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each unit owner in the Condominium as any other common expense.

J. No unit owner or occupant shall store materials or place unregistered or non-functioning vehicles outside his unit or on the premises.

K. All Units shall be owned or occupied solely for residential purposes by persons age 55 or older. If any Unit is owned in trust, any corporate entity, or in any other form of ownership, 100% of the beneficial interests, stock ownership, membership, or ownership interests shall be held by persons age 55 or older. Notwithstanding the foregoing, a unit may be owned or occupied by a person over age 55 with a spouse under age 55 and if the owner/occupant over age 55 dies leaving the ownership/occupancy to a spouse under age 55, that spouse may continue to own or occupy the unit.

L. The Market Units may be rented provided that no Market Unit shall be rented, leased or sub-leased for less than a one (1) year term and shall be rented only to persons who are 55 or older.

9. Restrictions and Obligations Imposed By the Comprehensive Permit and Regulatory Agreement.

A. The terms and provisions under this Master Deed are subject to and governed by the Comprehensive Permit issued by the Town of Barnstable to Bay Point LLC dated August 30, 2007 and recorded in the Barnstable County Registry of Deeds (Barnstable Deeds") in Book 27606, Page 3; the Endorsed Disposition and Settlement Agreement dated August 16, 2010 recorded on August 10, 2013 in the Barnstable County Registry of Deeds in Book 27606, Page 32;

*Comprehensive Permit  
Registry of Deeds*

the Memorandum of Understanding dated March 28, 2012 and recorded in Barnstable Deeds, Book 27606, Page 58; a Second Memorandum of Understanding dated April 23, 2013 and recorded in Barnstable Deeds Book 27606, Page 61; the Deed from Bay Point LLC to PLM Buzzy LLC dated December 19, 2013 and recorded in Barnstable Deeds Book 27900, Page 187; and the Confirmatory Regulatory Agreement dated April 1, 2015 and recorded on April 27, 2015 in Barnstable Deeds in Book 28824, Page 38 (collectively "Permitting Documents").

Pursuant to the Permitting Documents the affordable units shall be sold only to eligible purchasers at no greater than the maximum initial sales price as defined in the Confirmatory Regulatory Agreement and approved by the Subsidizing Agency and set forth in the Master Deed. The Subsidizing Agency is the Massachusetts Finance Agency, 1 Beacon Street, Boston, MA 02108. All affordable owners shall be required to execute an Affordable Housing Restriction in the form set forth in Exhibit B to the Confirmatory Regulatory Agreement such that all the affordable units will be preserved each time a resale of an affordable unit occurs. The sale price for the affordable units has been established and approved by the Subsidizing Agency.

In setting forth the terms of this Master Deed, the Grantor certifies that prior to the marketing of the affordable units the Grantor obtained from the Subsidizing Agency approval of the marketing plan, inclusive of the approval of the initial budget for the condominium, the percentage interests of the affordable and the market units, and the share to be borne by the affordable owners.

Pursuant to the Paragraph 5 of the Confirmatory Regulatory Agreement, the Grantor has established an Affordability Monitoring Agent, the Barnstable Housing Authority, 146 South Street, Hyannis, MA 02601.

The Terms of this Master Deed as applied to the Affordable Owners shall be exercised in compliance with the Permitting Documents, which are incorporated herein by reference and made part hereof.

B. The following restrictions are imposed upon the Affordable Units, 675 A-1 and 675 B-1:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in the Regulatory Agreement, and each Affordable Unit shall be conveyed subject to a Deed Rider in the Form of Exhibit B attached to the Regulatory Agreement.

2. The provisions of this section 9 shall constitute a permanent restriction pursuant to G.L. c. 184, § 26 running in favor of the Town of Barnstable and encumbering the Affordable Units.

10. ENCROACHMENTS. If any unit, now or hereafter, encroaches upon any other unit or upon a portion of the common areas and facilities, or if any portion of the common areas and facilities, now or hereafter, encroaches upon any unit as a result of the settling

or construction of a building, or a unit therein, or the alteration or repair of such a building or unit, each unit owner shall have the benefit of and be subject to a valid easement which shall exist for such encroachment and for the maintenance of the same, so long as the building stands.

*can be amended to eg. Easement*

11. DETERMINATION OF PERCENTAGE INTERESTS. The determination of percentage interest of the respective units of the common areas and facilities has been made upon the basis of the anticipated values and purchase prices of the market and affordable units all the units in the Condominium, which determination has been approved by the Subsidizing Agency and the Town of Barnstable and in the opinion of the Developer, complies with the requirements of said Chapter 183A and the Permitting Documents.

12. DEFINITIONS. All terms and expressions herein used which are defined in Chapter 183A of General Laws of Massachusetts, as amended, shall have the same meaning unless the context otherwise requires. "Trust" shall refer to Condominium Trust (see Paragraph 13 of this document). In addition, "By-laws of the Trust" shall refer to the By-Laws of the Condominium and set forth in the Trust.

13. MANAGING ENTITY. The COTUIT CENTER RESIDENCES CONDOMINIUM TRUST ("Trust") is formed in accordance with the said Chapter 183A through which the unit owners will manage and regulate COTUIT CENTER RESIDENCES / CONDOMINIUM, pursuant to the Trust, this instrument, and Chapter 183A of General Laws of the Commonwealth of Massachusetts. Said Trust is recorded herewith and is intended to be read with this Master Deed as to the management of the Condominium.

The Initial Board and sole Trustee of the Trust shall be PLM BUZZY, LLC for a term as set forth in said Trust. Thereafter, in accordance with the provisions of the Trust, the Unit Owners shall elect successor Trustees exercising their proportionate ownership vote to govern the Trust by a majority vote of the ownership interests in accordance with the terms and conditions of the Declaration of Trust to be recorded herewith.

The Trust has been duly adopted in accordance with the provisions of the said Chapter 183A and recorded herewith, and such amendments thereto as may from time to time be enacted.

"Rules and Regulations" shall refer to those rules and regulations as are delineated in the By-laws of the Trust and may be hereafter adopted by the Trust for use of the common areas and facilities of the Condominium.

14. TERMINATION. The unit owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may amended from time to time.

Upon such removal, the unit owners shall be deemed to own the Condominium property as tenants in common, with undivided interest therein in the percentage of undivided interest previously owned by each owner in the common area and facilities.

The removal provided for in this paragraph and in the By-Laws of the Trust shall not bar the subsequent re-submission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

*Trustees  
several  
owners  
of units*

15. AMENDMENTS. The Master Deed may be amended, by an instrument in writing (a) signed by the owners of the units entitled to seventy - five (75%) percent or more of the undivided interests in the common area and facilities and at least one affordable owner, (b) signed and acknowledged by a majority of the Trustees of the TRUST, and (c) duly recorded with the Barnstable County Registry of Deeds, provided, however, that:

A. The date on which any 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 with 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 signed by the owners of the unit so altered.

C. No instrument of amendment which alters the percentage of the undivided interest in and to the common areas and facilities to which any unit is entitled shall be of any force or effect unless the same has been signed by all unit owners and said instrument is recorded as an amended Master Deed;

D. No instrument of amendment which purports to increase or decrease or redefine the property defined herein as common areas and facilities shall be of any force or effect unless signed by the unit owners entitled to one hundred (100%) percent of the undivided interests in the common areas and facilities; provided; however that this Subparagraph (D) does not apply to any instrument of amendment executed in accordance with the provisions of Subparagraph (F) of this Paragraph 15, if such instrument of amendment does not purport to increase or decrease or redefine the property defined herein as common areas and facilities;

E. No instrument of amendment affecting any unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held by the grantor or his heirs or assigns shall be any force or effect unless the same shall have been assented to by the holder of such mortgage.

F. No instrument of amendment which alters the property line between two contiguous units or which alters that portion of the common area and facilities which exists within the walls, floors, or ceiling of such contiguous units shall be any force or effect unless signed by the owners of all units (1) the property lines of which are being altered or (2) which are immediately contiguous with the section of the floors, walls, or ceilings, in which the common areas and facilities are being altered, as the case may be, and such instrument of amendment need not be signed by any other unit owners so long as such instrument of amendment states that such alteration (1) will not jeopardize the soundness or safety of the building portion of the Condominium, (2) will not adversely affect any other unit, and (3) does not affect the

exterior walls of said building; and

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

16. MASSACHUSETTS GENERAL LAWS, CHAPTER 183A.

The units, the common areas and facilities, the unit owners and the Trustee of the Condominium shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in the Declaration of Trust (including the By-Laws) of the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of such Chapter 183A.

17. UNITS SUBJECT TO MASTER DEED, UNIT DEED, DECLARATION OF TRUST, ETC.

All present and future owners, tenants, servants and occupants of the units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations, as they may be amended from time to time are accepted and ratified by such owner, tenant, servant, or occupant, and all 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 as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violations of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium unit owner.

18. RIGHTS AND EASEMENTS.

In addition to and not in limitation of the rights of the 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 easement appurtenant to such other units, to use all common areas and facilities located in any of the other units elsewhere on the property and serving its unit, and each unit shall be subject to any easement in favor of the Owners of all other units to use the common areas and facilities located in that unit and serving such other units, to use the common areas and facilities including, without limiting the generality thereof, all driveways, ways, walks, paths, parking areas, conduits, pipes, plumbing, wiring, chimney, flues, and other facilities for the furnishing of utilities and services, subject always, however, to

(a.) the exclusive rights and easements herein granted to particular units in

certain facilities.

- (b.) the restrictions and other provisions herein set forth, and
- ↙ ©.) the rules and regulations promulgated by the Board of Trustees of Cotuit Center Residences Condominium;

The Trustees of Cotuit Center Residences Condominium shall have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience, and safety of unit owners, to such areas of each unit as reasonably needed to be entered for purposes of operation, inspection, protection, maintenance, repairs, and replacement of common areas and facilities, and correction, termination and removal of acts of things that interfere with the common areas and facilities or as otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in Chapter 183A of Massachusetts General Laws.

The Trustees of Cotuit Center Residences Condominium shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the driveways, ways, walks, paths, parking areas, utility and service lines and facilities, lawns, trees, plants, and other landscaping comprised in the common areas and facilities, and to make excavation for said purposes; no unit owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

19. **WAIVER.** No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which occur.

20. **INVALIDITY.** The invalidity of any provision of this Master Deed shall not be deemed to impair or effect in any manner the validity, enforcement or affect of the remainder of this Master Deed shall continue in full force and effect as though such invalid provision has never been included herein.

21. **GENDER.** The use of the masculine gender in the Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

22. **CAPTIONS.** The captions herein are inserted only as a Matter of convenience and for reference and in no define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

23. **LEGAL EXPENSES.** Except as limited for the affordable owners by the Permitting Documents, the Master Deed, the Trust and the By-laws, any and all legal fees and expenses of any contest by the Trustees shall be common expense as defined in the By-Laws. The amount



**COTUIT CENTER RESIDENCES CONDOMINIUM  
EXHIBIT "B" TO MASTER DEED**

<u>Unit Designation</u>	<u>No. of Rooms</u>	<u>*Approx. Sq. Ft. in Area</u>	<u>% **</u>
Unit 675 A-1 Affordable	2 Bedroom	1736	4.6425%
Unit 675 A-2	2 Bedroom	1736	15.2049%
Unit 675 B-1	1 Bedroom	1736	12.4399%
Unit 675 B-2 Affordable	1 Bedroom	1736	4.1282%
Unit 671	2 Bedroom	2360	19.3524%
Unit 675 C-1	2 Bedroom	1812	15.2049%
Unit 675 C-2	2 Bedroom	1812	15.2049%
Unit 675 D	1 Bedrooms	1812	13.8224%

**100 %**

Units 675 A-1 and 675 B-1 are Affordable Units.

\* All approximate square footage designated herein includes all of the interior space of each unit including bathrooms for each unit, and it specifically excludes the common areas, basements, and garages.

\*\* Percentage ownership based upon proportionate values of estimated fair market value as approved by the Town of Barnstable, the Subsidizing Agency, and the Grantor. Consistent with the Permitting Documents, the percentages of the affordable units shall not be altered or changed by any amendment to the Master Deed or the Trust.

Each unit owner shall have the right to partition the interior of the unit; provided however no such work shall affect the structural integrity of the Condominium and further provided that all such work shall be in accordance with Federal, State and Local Building Codes or regulations in effect.

Immediate Common Areas

All Units shall have access to the steps, walkways, and parking areas which are immediately adjacent to and contiguous with each unit.

Exclusive Common Areas

All Units shall have the exclusive rights to Use a designated one car garage and one outside parking space in front or the designated garage and shall have the right to post such signs and ground painting to so designate.



5

**COTUIT CENTER RESIDENCES CONDOMINIUM**

**EXHIBIT "A" TO MASTER DEED**

**DESCRIPTION OF THE CONDOMINIUM PARCEL**

The land together with the buildings thereon, situated in Barnstable (Cotuit) Barnstable County, Massachusetts, bounded and described as follows:

- Easterly by Main Street, one hundred eighty-one and 50/100 (181.50) feet;
- Southerly by land of Elizabeth Glover Shafer and of the Cotuit Fire District, five hundred seventy-two and 65/100 (572.65) feet;
- Westerly by land now or formerly of F. Maynard Gifford, Jr., one hundred eighty-one and 26/100 (181.26) feet; and
- Northerly by land of Charles and Nina Turner, five hundred seventy-one and 13/100 (571.13) feet, containing an area of 2.38 acres.

Said premises are shown as Parcel No. 1 and Parcel No. 2 on a plan of land entitled "Plan of Land in Cotuit-Barnstable-Mass, for Rowland E. Cooks, et ux, Scale: 40 ft to the inch, Charles N. Savory, C.E., November 1951", duly filed with Barnstable County Registry of Deeds in Plan Book 101, Page 55.

Said premises are conveyed with the benefit of all easements, rights and restrictions of record, insofar as the same are in force and effect, including, but not limited to: Easement to the Town of Barnstable recorded in Barnstable Registry of Deeds Book 27316, Page 157; Comprehensive Plan recorded in Book 27605, Page 3; Settlement Agreement recorded in Book 27606, Page 32; and Memorandum of Understanding recorded in Book 27606, Pages 58 and Page 61.

For title, see deed of Bay Point, LLC to PLM Buzzy, LLC dated December 19, 2013 and recorded in the Barnstable Registry of Deeds in Book 27900, Page 187.

Property Address: 671 Main Street, Cotuit, MA 02638

due the Trustees and the Trust under the foregoing obligation of a unit owner to defend, save harmless and indemnify the Trustees and the Trust may without prejudice to any other remedy of the Trustees and the Trust be enforced by assessing the same to the units or owners of such unit as a special common charge.

24. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and the Permitting Documents. In case any of the provisions stated above conflict with the provisions of said statute or Permitting Documents, the provisions of said statute and Permitting Documents shall control.

EXECUTED as a sealed instrument this 19<sup>th</sup> day of January 2018

DECLARANT  
PLM BUZZY, LLC

  
Thomas E. Massaschi, Manager

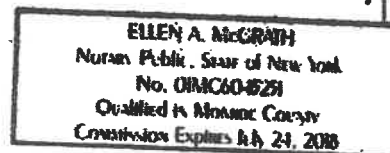
THE STATE OF NEW YORK

County Monroe

January 19, 2018

On this 19 day of January, 2018, before me, the undersigned notary public, personally appeared Thomas E. Massaschi, Manager, PLM Buzzy, LLC and proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

  
Notary Public: Ellen McGrath  
My Commission Expires: 7/24/18





**Town of Barnstable**  
**Planning & Development Department**  
[www.townofbarnstable.us/planninganddevelopment](http://www.townofbarnstable.us/planninganddevelopment)



Elizabeth Jenkins, AICP  
Director

**MEMORANDUM**

TO: Zoning Board of Appeals  
FM: Planning and Development Staff  
RE: No. 2005-100 Bay Point LLC, Cotuit Center Residences, 671 – 675 Main Street, Cotuit  
request for a minor modification to landscape plan

In 2007, Comprehensive Permit No. 2005-100 was granted for Five (5) units of multi-family housing on 2.38 acres. Two of the dwellings are affordable units marketed to qualified low and moderate-income households at 65% and 70% of the median income. Three units are one-bedroom new construction townhouse units. A fourth unit is a one-bedroom created by either renovation of an existing cottage or demolition of that cottage and construction of a new townhouse. The fifth unit is created by preservation and restoration of the existing historic home as a three-bedroom dwelling. Related site improvements include on-site septic, parking, utilities and landscaping.

On September 9, 2020, Ms. Joyce, representing the Condo Association, requested a minor modification to the landscape plan. The modifications include:

1. Completion of retaining wall and fencing to the rear of property A1.
2. Completion of plantings in front of each condo building.
3. Beautification of area around “catch basin”/“rain garden” in front of the A1 building down to the sidewalk – Common area – with appropriate plantings and maintenance plan.

Ms. Joyce further explains that her main request from the Board is for the Condo Association to assume responsibility for monitoring architectural, aesthetic and landscaping changes that may occur on the premises.

**Draft Motions:**

Based upon the information provided by the Applicant, the Board may:

- ) Find the request for a modification to the landscape plan as a minor modification.

Based upon a positive vote, the Board may:

- ) Make a motion to approve the request for the Minor Modification.