

7771

MORTGAGEE'S ASSENT TO
CREATION OF CONDOMINIUM

Robert Maguire
January 17, 1973

RECEIVED FOR REGISTRATION
... 10...0'CLOCK. 30...m..A.....M
NOTED ON CERTIFICATE NO. 3416...
IN REGISTRATION BOOK PAGE 267

LAW OFFICES OF
SHERBURNE, POWERS & NEEDHAM
225 FRANKLIN STREET
BOSTON, MASS. 02110

MORTGAGEE'S ASSENT TO CREATION OF CONDOMINIUM

HYANNIS CO-OPERATIVE BANK and WORKINGMENS CO-OPERATIVE BANK, the holders of two certain mortgages, the first by HARRISON STREET CORPORATION to the said Hyannis Co-operative Bank and Workingmens Co-operative Bank dated August 30, 1971 registered with the Registry District of Dukes County as Document No. 7095 noted on Certificate of Title No. 3254, Book 17, Page 538, and the second by HARRISON STREET CORPORATION and VINELAND PROPERTIES CORPORATION to the said Hyannis Co-operative Bank and Workingmens Co-operative Bank dated January 14, 1972 registered with said Deeds as Document No. 7260, noted on Certificate of Title No. 3254, Book 17, Page 538, FOR CONSIDERATION PAID, the receipt whereof is hereby acknowledged, do hereby consent to the creation of SENGEKONTACKET CONDOMINIUM I (hereinafter "Condominium"), created by Master Deed dated December 14, 1972 registered with the Registry District of Dukes County on December 15, 1972 as Document No. 7736 noted on Certificate of Title No. 3416, Book 18, Page 267, and hereby agree to be bound by the provisions of said Master Deed as the same relates to the mortgaged premises.

IN WITNESS WHEREOF, the said HYANNIS CO-OPERATIVE BANK has caused its corporate seal to be hereto affixed and these presents to be signed by Joseph W. Higgins its President hereunto duly authorized this 8th day of January, 1973.

HYANNIS CO-OPERATIVE BANK

By: Joseph W. Higgins President

IN WITNESS WHEREOF, the said WORKINGMENS CO-OPERATIVE BANK has caused its corporate seal to be hereto affixed and these presents to be signed by Jean T. Hall its Assistant Vice / ^{President} hereunto duly authorized this 2nd day of January, 1973.

WORKINGMENS CO-OPERATIVE BANK

By Jean T. Hall
Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS

Barnstable :ss January 8, 1973

Then personally appeared the above-named Joseph W. Higgins, President and acknowledged the foregoing instrument to be the free act and deed of HYANNIS CO-OPERATIVE BANK, before me

Megan S. Bragg
Notary Public

My commission expires: _____
MEGAN S. BRAGG
My Commission expires
April 26, 1974

COMMONWEALTH OF MASSACHUSETTS

Suffolk :ss January 2, 1973

Then personally appeared the above-named Jean T. Hall and acknowledged the foregoing instrument to be the free act and deed of WORKINGMENS CO-OPERATIVE BANK, before me

Richard R. Navins
Notary Public

My commission expires: _____

RICHARD R. NAVINS
NOTARY PUBLIC
My Commission Expires Dec. 2, 1977

7736

MASTER DEED

SENCKONTACKET CONDOMINIUM
I TRUST

Vinland Properties
Corporation

December 15, 1972

RECEIVED FOR REGISTRATION
10 O'CLOCK 0 m. A.M.
NOTED ON CERTIFICATE NO. 3416
REGISTRATION BOOK 18 PAGE 267

*Received by
Franklin Register*

LAW OFFICES OF
SHERBURNE, POWERS & NEEDHAM
225 FRANKLIN STREET
BOSTON, MASS. 02110

I, Frank J. Parker, Registrar of Deeds for
the County of Essex, do hereby certify that the
foregoing is a true and correct copy as
in Book 18 Page 267
Land Court Book 3416
Certificate No. 3416
Frank J. Parker
Registrar

CERTIFICATE OF VOTE

I, Daniel Needham, Jr., of Belmont, Middlesex County
Clerk
Massachusetts, Assistant/ of Vinland Properties Corporation,
hereby certify that at a joint special meeting of stockholders
and directors duly called and held at the principal offices of
the corporation, Lexington, Massachusetts, on December 14, 1972,
at which all of the directors were present and voting and all
the stockholders were present in person or by proxy and voting,
it was unanimously

VOTED: That Robert W. Connelly, President be and hereby
is authorized to execute, seal with the corporate
seal, acknowledge and deliver for and on behalf
of the corporation a Master Deed creating
Sengenkontacket Condominium I in Oak Bluffs,
Martha's Vineyard, Massachusetts, deeds of
individual units of said Condominium, and other
documents, instruments and writings of any nature
relating to any real or personal property owned
by the corporation in connection with said
Condominium, any of said documents to be in such
form and to contain such terms as may be approved
by the officer executing the same, his execution
thereof to be conclusive evidence of such
approval; and this vote shall remain in effect
and binding upon the corporation until notice of
amendment or revocation thereof shall have been
filed with the Dukes County Registry District of
the Land Court.

I further certify that the foregoing vote is still in
full force and effect.

WITNESS my hand and seal this 14th day of December, 1972.

Attest:



Assistant Clerk

MASTER DEED

Vinland Properties Corporation, a Massachusetts corporation with an usual place of business in Lexington, Middlesex County, Massachusetts (the Declarant), being the sole owner of the land in Oak Bluffs, Dukes County, Massachusetts, described in paragraph 1 below, does hereby by duly executing and filing this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (the Property), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A. The Property is Phase I of a four-phase condominium to be known as Sengekontacket Condominium I (the Condominium).

I. Description of Land

A parcel of land in said Oak Bluffs, with the buildings, improvements and structures thereon, being shown as Lot 45 and Phase I on a plan entitled "Land in Oak Bluffs, Mass. Subdivision Plan of Lot 1. L.C. 11966B filed with Cert. 3414," dated November 4, 1972, by Dean R. Swift, Registered Land Surveyor, the original linen tracing of which is to be filed with the Land Court and to be numbered

Plan 11966C (the Sengekontacket Condominium I Site Plan), said parcel being more particularly bounded and described as follows:

- NORTHERLY by ^{the line of} a Way (private 20 ft. wide), as shown on said and NORTH- plan, by two courses, measuring respectively, WESTERLY fifty and 79/100 (50.79) feet, and one hundred sixty-eight and 72/100 (168.72) feet;
- NORTHEASTERLY by land shown on said plan as Phase IV, two hundred fifty-one and 50/100 (251.50) feet;
- SOUTHEASTERLY by Lot E, as shown on said plan, and on a plan entitled "Subdivision Plan of Land in Oak Bluffs, Mass. L.C. 11966A filed with Cert. 333," dated March 25, 1971, by Dean R. Swift, Reg'd Land Surveyor, on file with the Land Court and numbered Plan 11966B, four hundred fifty-one and 70/100 (451.70) feet;
- SOUTHWESTERLY again by said Lot E, two hundred eighty and No/100 (280.00) feet; and
- NORTHWESTERLY by land shown on said plan as Phase II, one hundred thirty-eight and 20/100 (138.20) feet.

The premises have the benefit of an easement to use the ways shown on both of said plans for all purposes for which roads and streets are used on the island of Martha's Vineyard, the fee to said ways, however, being hereby reserved to the Declarant hereof.

The premises are also subject to and have the benefit of the covenants of an Agreement dated August 12, 1971, recorded with Dukes County Registry of Deeds, Book 292, Page 162; and filed as Document No. 7111 and noted on Certificate of Title No. 3254 in Registration Book 17, Page 405, an Easement to the Cape and Vineyard Electric Company recorded with said Deeds, Book 292, Page 10, and noted on said Certificate; and subject to and with the benefit of the covenants and restrictions set forth in the "Master Declaration of Covenants, Conditions and Restrictions for the Planned Development of Sengekontacket on Martha's Vineyard, Dukes County,

Mass." registered as Document No. 7154 noted on Certificates of Title Nos. 3407, 3416, and 3417, and recorded with said Deeds in Book 293, Page 108; and a restriction and rights of the public in Sengekontacket Pond noted on Certificate of Title No. 3416.

For title reference is made to said Certificate of Title.

2. Unit Owners Organization.

The Trust through which the Unit owners will manage and regulate the condominium established hereby is the Sengekontacket Condominium I Trust (the Trust) under Declaration of Trust dated December 14, 1972 1972; to be filed herewith. Said Declaration of Trust establishes a membership organization of which all Unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Common Areas and Facilities (the Common Elements) to which they are entitled hereunder. The names and addresses of the original and present Trustees (the Trustees) are as follows:

Robert W. Connelly, 1838 Massachusetts Avenue, Lexington,
Massachusetts

Robert A. Gelotte, 367 Oak Street, Westwood, Massachusetts

Daniel Needham, Jr., 275 Somerset Street, Belmont, Massachusetts

The Trust, its agents, nominees, and members, including all unit owners shall be subject to and bound by the Sengekontacket Restrictions, a set of restrictions intended to provide a means for maintaining, controlling and preserving Sengekontacket as a residential community with amenities desirable for residential living filed with Dukes County Registry District of the Land Court with Certificates of

Title Nos. 3407, 3416 and 3417.

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

3. Sengekontacket Community Corporation.

A non-profit corporation to be known as Sengekontacket Community Corporation (the Corporation) has been organized under Chapter 180 of the General Laws of Massachusetts, to own the recreational facilities not included within but serving this condominium and others to be created, to perform certain community functions, and to enforce the Sengekontacket Restrictions all as set forth in said Restrictions.

4. Description of Buildings.

There are two buildings in Phase I, numbered 102 and 103, each containing twelve residential units and each with ground level parking facilities. Said units are townhouses, so-called, built upon concrete block columns, consisting of two and one-half stories and are constructed principally of wood, with wood frame structure, wood shingle siding, and wood shingles on sloped roofs. Building 102 includes Units numbered 1-12, and Building 103, Units 14-25. The location of each building is shown on the Sengekontacket Condominium I Site Plan.

5. Description of Units and their Boundaries.

The designation of each Unit, a statement of its location, type, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Elements, are as set forth in Schedule A

attached hereto and made a part hereof. Included within each unit is a wooden deck. The layout of each Unit and the location of the rooms therein are as shown on the floor plans to be filed herewith. Each Unit includes window glass, projecting window frames, portions of shingles which project beyond the exterior surface of the facing, portions of the roof extending beyond the boundaries of the Unit, outside electrical fixtures and other decorative or functional projections as to which each such unit shall have the right and easement of encroachment over the common elements.

There is appurtenant to each Unit:

a) An easement in common with others entitled thereto to use the 20 foot wide driveway leading to the parking facilities located under Buildings 102 and 103 as shown on the Sengekontacket Condominium I Site plan.

b) The exclusive right and easement to use such parking space as may be designated in writing by the Trustees.

d) The exclusive right and easement to use the storage room located directly under and bearing the same number as the Unit.

The boundaries of the Units are as follows:

1. Units 1-4, 6-9, 11, 12, 14-17, 19-22, 24 and 25:

A) Vertically: by the plane of the upper surface of the steel beams and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Building in which the Unit is located.

B) Horizontally: by the plane of the exterior surface of the fascia board and by the plane of the center line of the party wall separating the Unit from an adjacent Unit.

2. Units 5, 10, 18, and 23:

A) Vertically: by the plane of the upper surface of the steel beams and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Building in which the Unit is located.

B) Horizontally: by the plane of the exterior surface of the fascia board of the second floor, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit.

6. Description of the Common Elements.

The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in said Schedule A.

The Common Elements of the Condominium comprise and consist of the entire Property, including all parts of the buildings and improvements thereon other than the Units and will include without limitation the following:

a) The structural columns, girders, beams, supports, and other elements attached to said Buildings but not included within the Units.

b) All conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, air, gas, and all sewer and drainage pipes located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

c) The land, lawns, gardens, roads, walks, pathways, parking and other improved areas not within the Units.

d) The storage rooms situated on the ground floor and the parking areas, under the building, subject to the exclusive rights and easements appurtenant to the Units as hereinbefore set forth.

e) The central deck and railings and the exterior stairways and railings, together with any steps and walks leading thereto.

f) All other items other than the Units listed as common areas and facilities in Massachusetts General Laws, Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions of the By-Laws of the Trust, the Sengekontacket Restrictions, to the rules and regulations promulgated pursuant to the foregoing documents with respect to the use thereof, to assignment of certain Common Elements to particular Unit Owners and to payments which may be required therefor.

7. Floor Plans.

Simultaneously with the filing hereof there will be filed a set of the floor plans of the buildings, showing the layout, location, Unit numbers, and dimensions of Units, stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

8. Use of the Units.

Unless otherwise permitted by instrument in writing duly executed in accordance with the By-Laws of the Trust or the Sengekontacket Restrictions:

a) No use may be made of any Unit except as a residence for the Owner thereof or his lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use unless such use shall have been authorized in writing by the Trustees or the Board of Directors of the Corporation, as the case may be; provided that the Declarant may, until all of said Units have been sold by said Declarant, use any Units owned by the Declarant as a rental office, construction office, as models for display, and for similar purposes related to the sale or leasing of Units.

b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such 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 door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Trust, the

Articles and By-Laws of the Corporation, the Sengekontacket Restrictions, and any and all rules and regulations promulgated pursuant to the foregoing documents.

Said restrictions shall be for the benefit of the owners of all of the Units, the Trust, the Corporation, and other residents of Sengekontacket, and shall be enforceable by the Trustees or Board of Directors, as the case may be, insofar as permitted or required by law, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

9. Amendment of Master Deed.

This Master Deed may be amended by the vote of at least 66 2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66 2/3% in number and in common interest of all Unit Owners, PROVIDED, HOWEVER, that without the consent of any Unit Owner, (a) the Declarant, or its successor in title to Phase II shown on the Sengekontacket Condominium I Site Plan, may at any time prior to January 1, 1975, amend this Deed so as to subject all of said Phase II to the provisions of Massachusetts General Laws, Chapter 183A; (b) if said Phase II is so subjected, the Declarant or its successor in title to Phase

III shown on the Sengekontacket Condominium I Site Plan, may at any time prior to January 1, 1977, amend this Deed so as to subject all of said Phase III to the provisions of Massachusetts General Laws, Chapter 183A; and (c) if said Phase III is so subjected, the Declarant or its successor in title to Phase IV shown on the Sengekontacket Condominium I Site Plan, may at any time prior to January 1, 1979, amend this Deed so as to subject all of said Phase IV to the provisions of Massachusetts General Laws, Chapter 183A. Any such amendment shall contain with respect to Phases II, III or IV referred to therein all of the particulars required by said Chapter 183A and from and after the filing of such amendment or amendments the Condominium shall include said Phase II, said Phases II and III, or said Phases II, III and IV. The Phases II, III and IV buildings are to be numbered 104, 105, and 106, respectively. The units are also to be townhouses, so-called, built upon concrete block columns, consisting of two and one-half stories, constructed principally of wood, with wood frame structure, wood shingle siding and wood shingles on sloped roofs, each containing 12 residential units and each with underground parking facilities. Phase II, Building 104, will include Units numbered 26-37; Phase III, Building 105, Units 38-49; and Phase IV, Building 106, Units 50-61. The layout of each unit in Phases II, III and IV, a statement of its location, approximate area, number of rooms, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth, respectively, in Schedules B, C and

D attached hereto and made a part hereof. The Declarant, or any such successor in title, shall have the right, prior to the execution and filing of the respective amendment, to change the number, size, layout, location and percentage interest in the Common Elements of units in Phases II, III and IV, provided that (a) any single such change or all such changes in the aggregate shall not be substantial, and (b) such change or changes shall not affect at all any percentage or percentages of interest in Common Elements set out in this Deed or any amendment thereto implementing any phase or phases which have been previously submitted to the provisions of Massachusetts General Laws, Chapter 183A. No amendment shall be effective until filed with the Dukes County Registry District of the Land Court.

10. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

11. Encroachments.

Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event and to the extent that said Unit encroaches upon any other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the building including the projecting shingles, window ledges, etc., referred to in paragraph 5 hereof, or as a result of the

settling or shifting of the building to the extent of said encroachment.

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Lines and Other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving the other Units or Common Elements. The Trustees shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof and to maintain repair or replace the Common Elements contained therein or elsewhere in the Buildings.

13. Use of Common Elements in Common with Others.

Each Unit Owner shall have the right to use the Common Elements including the central deck on which his Unit abuts together with the walks and stairways leading thereto, and the principal driveway, in common with others entitled thereto as provided in the By-Laws of the Trust, the Sengekontacket Restrictions and the rules and regulations adopted thereunder.

14. Acquisition of Units by the Trustees.

In the event a) any Unit Owner shall convey his Unit to the Trustees, together with i) the undivided interest in the Common Elements appurtenant thereto, ii) the interest of such Unit Owner in any other Units acquired by the Trustees or their designee on

behalf of all the Unit Owners or the proceeds of the sale or lease thereof, if any, and iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); b) the Trustees shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Trustees, or their designee, corporate or otherwise, shall be held by the Trustees or their designee on behalf of all Unit Owners, in proportion to their respective common interests.

15. Units Subject to Master Deed, Unit Deed, By-Laws, Sengekontacket Restrictions, and Rules and Regulations.

All of the above-described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Trust, the Sengekontacket Restrictions, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Trust, the Sengekontacket Restrictions, and the Rules and Regulations, as they may be adopted from time to time, are accepted and ratified by such owner, and that 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, as though such provisions were recited and stipulated at length in each and every

deed and shall be binding upon any tenant, visitor, servant or occupant of such Unit.

16. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

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 herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

20. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any provisions stated above conflict with the provisions of said statute, the provisions of said statute

shall control.

IN WITNESS WHEREOF, the said Vinland Properties Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Robert W. Connelly its President hereto duly authorized, this 14th day of December in the year one thousand nine hundred and seventy-two.

VINLAND PROPERTIES CORPORATION

By: Robert W. Connelly

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 14, 1972

Then personally appeared the above-named Robert W. Connelly and acknowledged the foregoing instrument to be the free act and deed of the Vinland Properties Corporation, before me

Richard R. Navins
Notary Public

My Commission expires: December 2, 1977

RICHARD R. NAVINS
NOTARY PUBLIC
My Commission Expires Dec. 2, 1977

SENCKONTACKET CONDOMINIUM I

Unit No.	Statement of Location	Unit Type	Approx. Area in Sq. Ft.	No. of Rooms	Common Area For Access	Phases I, II, III & IV
50	Building 106	A*	1,496	LR, FR, K, LAV/L, BR, B, LOFT	Central Deck	.0163
51	Building 106	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0172
52	Building 106	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0173
53	Building 106	C	1,496	LR, FR, K, LAV/L, 2BR, B,	Central Deck	.0163
54	Building 106	B*	1,694	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0171
55	Building 106	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0162
56	Building 106	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0166
57	Building 106	C	1,496	LR, FR, K, LAV/L, 2BR, B,	Central Deck	.0162
58	Building 106	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0166
59	Building 106	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0167
60	Building 106	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0172
61	Building 106	C	1,496	LR, FR, K, LAV/L, 2BR, B,	Central Deck	.0163

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>Phases I, II, III & IV</u>	<u>If Phases I, II, III & IV</u>
48	Building 105	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0215	.0172
49	Building 105	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0204	.0163



SCHEDULE C OF MASTER DEED
SENCKONTACKET CONDOMINIUM I

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>PROPORTIONATE INTEREST</u>	
						<u>Phases I, II & III</u>	<u>If Phases I, II, III & IV</u>
38	Building 105	A*	1,496	LR, FR, K, LAV/L, BR, B, LOFT	Central Deck	.0203	.0163
39	Building 105	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0214	.0172
40	Building 105	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0216	.0173
41	Building 105	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0204	.0163
42	Building 105	B*	1,694	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0214	.0171
43	Building 105	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0203	.0162
44	Building 105	B*	1,640	LR, FR, K, LAV/L, 2 BR, B, LOFT	Central Deck	.0208	.0166
45	Building 105	C	1,496	LR, FR, K, LAV/L, 2 BR, B	Central Deck	.0202	.0162
46	Building 105	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0208	.0166
47	Building 105	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0209	.0167

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>Phase I Only</u>	<u>II Phase I & II</u>	<u>II Phase I & III</u>
21	Building 103	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0404	.0269	.0202
22	Building 103	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0415	.0277	.0208
23	Building 103	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0418	.0279	.0209
24	Building 103	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0430	.0286	.0215
25	Building 103	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0408	.0272	.0204

SCHEDULE B OF MASTER DEED
 SENGKONTACKET CONDOMINIUM I

PROPORTIONATE INTEREST

Unit No.	Statement of Location	Unit Type	Approx. Area in Sq. Ft.	No. of Rooms	Common Area For Access	If Phase I & II	If Phases I, II & III	If Phases I, II, III & IV
26	Building 104	A*	1,496	LR, FR, K LAV/L, BR, B, LOFT	Central Deck	.0272	.0203	.0163
27	Building 104	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0286	.0214	.0172
28	Building 104	B*	1,784	LR, FR, K, LAV/L 2BR, B, LOFT	Central Deck	.0288	.0216	.0173
29	Building 104	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0272	.0204	.0163
30	Building 104	B*	1,694	LR, FR, K, LAV/L, 2 BR, B, LOFT	Central Deck	.0285	.0214	.0171
31	Building 104	C	1,496	LR, FR, K, LAV/L, 2 BR, B	Central Deck	.0270	.0203	.0162
32	Building 104	B*	1,640	LR, FR, K, LAV/L, 2 BR, B, LOFT	Central Deck	.0277	.0208	.0166
33	Building 104	C	1,496	LR, FR, K, LAV/L, 2BR, B,	Central Deck	.0269	.0202	.0162
34	Building 104	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0277	.0208	.0166

Unit No.	Statement of Location	Unit Type	Approx. Area in Sq. Ft.	No. of Rooms	Common Area For Access	Phase I Only	If Phase I & II	II Phase I & II
10	Building 102	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0418	.0279	.0209
11	Building 102	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0430	.0286	.0215
12	Building 102	C	1,496	LR, FR, K, LAV/L, 2 BR, B	Central Deck	.0408	.0272	.0204
14	Building 103	A*	1,496	LR, FR, K, LAV/L, BR, B, LOFT	Central Deck	.0407	.0272	.0203
15	Building 103	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0429	.0286	.0214
16	Building 103	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0432	.0288	.0216
17	Building 103	C	1,496	LR, FR, K, LAV/L, 2 BR, B	Central Deck	.0408	.0272	.0204
18	Building 103	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0428	.0285	.0214
19	Building 103	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0406	.0270	.0203
20	Building 103	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0415	.0277	.0208

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>If Phase I & II</u>	<u>If Phases I, II & III</u>	<u>If Phases I, II, III & IV</u>
35	Building 104	B*	1,696	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0279	.0209	.0167
36	Building 104	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0286	.0215	.0172
37	Building 104	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0272	.0204	.0163

SCHEDULE A OF MASTER DEED
SENCEKONTACKET CONDOMINIUM I

PROPORTIONATE INTEREST

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type</u>	<u>Approx. Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>Phase I Only</u>	<u>If Phase I I & II</u>	<u>If Phase I II & III</u>	<u>Interest</u>
1	Building 102	A*	1,496	LR, FR, K, LAV/L, BR, B, LOFT	Central Deck	.0407	.0272	.0203	.0153
2	Building 102	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0429	.0236	.0214	.0172
3	Building 102	B*	1,784	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0432	.0288	.0216	.0173
4	Building 102	C	1,496	LR, FR, K, LAV/L, 2BR, B	Central Deck	.0408	.0272	.0204	.0163
5	Building 102	B*	1,694	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0428	.0285	.0214	.0171
6	Building 102	C	1,496	LR, FR, K, LAV/L, 2 BR, B	Central Deck	.0406	.0270	.0203	.0152
7	Building 102	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0415	.0277	.0208	.0155
8	Building 102	C	1,496	LR, FR, K, LAV/L, 2BR, B,	Central Deck	.0404	.0269	.0202	.0152
9	Building 102	B*	1,640	LR, FR, K, LAV/L, 2BR, B, LOFT	Central Deck	.0415	.0277	.0208	.0155

CODE

A = One bedroom unit with a walk-in kitchen and a loft.
B = Two bedroom unit with a walk-in kitchen and a loft.
C = Two bedroom unit with a walk-in kitchen and no loft.
* = The Unit has a loft, but the size of the loft varies in each particular unit and resort must be had to the floor plans filed with this Master Deed for a more particular description.
LR = Living Room
FR = Family Room
K = Kitchen
LAV/L = Lavatory and Laundry
BR = Bedroom
B = Bath