

**SKAKET LANDING CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS**

Reference is hereby made to that certain Declaration of Trust dated September 15, 1983, and recorded with the Barnstable County Registry of Deeds in Book 3869, Page 127, as may be amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Skaket Landing Condominium Trust, the organization of Unit Owners of the Skaket Landing Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated September 15, 1983, and recorded with the Barnstable County Registry of Deeds in Book 3869, Page 108, as may be amended.

We, the undersigned, being a majority of the Trustees of said Skaket Landing Condominium Trust, as do hereby certify that the Board of Trustees has, in accordance with Article V, Section 4 of said Trust, adopted the Rules and Regulations attached hereto effective on January 16, 2017. These Rules and Regulations supersede and supplant those adopted prior hereto.

MAJORITY OF THE  
TRUSTEES OF THE  
SKAKET LANDING  
CONDOMINIUM TRUST  
AND NOT INDIVIDUALLY

SUSAN R. OWENS  
Susan R. Owens, Trustee *President*  
BRIAN RICHARDSON  
Brian Richardson, Trustee  
TIMOTHY BRISCOLL  
Timothy Briscoll, Trustee

State of Massachusetts

County Barnstable

On this 19<sup>th</sup> day of January, 2017, before me personally appeared  
Susan Owens (or Brian Richardson and  
Timothy Briscoll), to me known to be the person (or persons) described in and who  
executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act  
and deed.

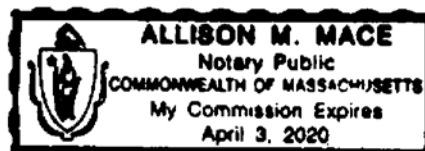
Allison Mace

Notary Public

Print Name: Allison Mace

My commission expires:

April 3, 2020



## SKAKET LANDING CONDOMINIUM TRUST RULES AND REGULATIONS

The Rules and Regulations outlined in this booklet explain the policies and guidelines established by the Board of Trustees of Condominium Trust to help protect and provide a peaceful environment for our community. It is the responsibility of the board of trustees to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report and violations of these rules to the management company.

### **1. Landscaping**

#### **A. Conditions for Unit Owner Plantings**

1. All plantings, except annuals, require the advance approval of the Board.
2. All plantings are subject to review by the Board upon complaint of any Unit Owner. The Board has the right to require an owner to remove plantings at any time upon written notification to that effect and the Unit Owner shall be responsible for restoring the landscaping to its original condition.
3. The Unit Owner shall be responsible for maintaining his/her own plantings, including but not limited to flower beds, at all times. If said plantings are not maintained in a timely fashion, the Board has the right to have work done at the expense of the Unit Owner.
4. Trees and shrubs, once planted by the Unit Owner, become the property of the Trust; therefore, they may not be moved or removed without written consent of the Board. However, the Unit Owner shall be responsible for either replacing dead plantings or restoring the landscaping to its original condition.

### **2. Motor Vehicles**

- A. Motor Vehicles must be parked in designated parking spaces.
- B. No unregistered or inoperable vehicles shall be moved onto or kept on the property.
- C. No motor vehicle may be repaired on the property; however, the reasonable washing of vehicles is permitted.
- D. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes.
- E. Vehicles, including but not limited to moving vans, may not be driven onto lawn areas. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
- F. The speed limit on the property shall be 10mph, and all vehicles shall be operated in a safe manner.
- G. Vehicles in violation of this section may be towed at owner's expense.
- H. Campers, trailers, boats, RV, Jet skis, and similar recreational vehicles can only be parked in an area designated by the Trustees. And in no event will the said vehicle be allowed to be parked more than 7 continual days in a calendar year.
- I. Only approved private passenger vehicles may be parked at the Condominium. An approved private passenger vehicle shall be any conventional passenger vehicle, including; sport utility vehicles, passenger vans, mini-vans, and private pick-up trucks, motorcycles or any such vehicle that the Trustees may determine through Rule, for the personal use of the Unit Owner or resident entitled to use said Parking area and their immediate family (the fact that a vehicle bears "Commercial" license plates shall, in and of itself, not render such a vehicle a commercial vehicle). Prohibited from parking in the parking areas are all other vehicles including but not limited to; trucks larger than ¾ ton, equipment burdened pick-up trucks and vans (excepting passenger vans with luggage racks), vehicles bearing advertising or signage, recreational vehicles, mobile homes, trailers (whether

capable of independent operations or attached to an automobile or other vehicle), boats, watercraft of any kind, vehicles too large to fit into the marked boundaries of a single parking space, and any unregistered vehicle, except with the written consent of the Trustees of the Condominium Trust and for the parking from time to time of commercial vehicles providing services at the condominium.

### **3. Pets**

- A. Pets are only permitted pursuant to the provisions in the Master Deed.
- B. Any permitted pets must, at all times, be accompanied and under the full control of their owners in any portion of the common areas or limited common areas. (See attached Dog Rules and Regulations).
- C. Any permitted dogs must be leashed at all times.
- D. Animals must be curbed away from property; owners must not allow pets to relieve themselves on the property. However, in the event that an animal accidentally defecate on the property, the pet owner shall immediately clean up after it.
- E. Unit owners shall be responsible for all damages to the property caused by pets.

### **4. Exterior Modifications**

- A. Additions, Alterations, and Improvements: No Unit Owner shall make any structural addition, alteration or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Board, except as provided for in these Rules and Regulations.
- B. Storm Doors: Only storm doors which meet the style and color approved by the Board may be installed. The Unit Owner shall be responsible for any damage resulting from the installation and for maintenance and/or restoration to original condition and for any damage to the existing structure directly attributable to the addition.
- C. Painting: Front doors and decks may be repainted their existing color prior to regular scheduled maintenance, providing the paint color and type approved by the Board is used.
- E. Patios and Decks and Fences:
  - 1. Construction of patios/decks/fences requires written permission from the Board.
  - 2. The Unit Owner shall be responsible for any damage resulting from the addition or enlargement of patio/deck. The Unit Owner shall be responsible for the expense of maintenance, including but not limited to painting. In the event of removal, the property shall be restored to its original condition by the Unit Owner at his own expense.
- F. Outside attachment to building:
  - 1. The unit owner shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside wall of any building, except as provided for in these Rules and Regulations. No signs or awnings, canopies, shutters, or radio or TV antennas shall be affixed to or placed on the exterior walls or roofs or any part thereof, without prior consent of the Board of Trustees.
  - 2. No "For Sale/For Lease" signs shall be placed in the windows, nor shall any signs of any type shall be placed on the common area, or so to be visible from the common area, without permission of the Board of Trustees or by court order.

### **5. Use of the Common Areas**

- A. There shall be no obstruction of the common area nor shall anything be stored in the common area without prior consent of the Board, except as provided for in these Rules and Regulations.

- B. Damage to the common area caused by the actions of a Unit Owner or the actions of any occupants of his/her Unit, and any pets, guests or tenants or the actions of the guests or pets of his/her tenants, shall be repaired or replaced at the expense of the Unit Owner.
- C. No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area, including decks. The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.
- D. Barbecue grills and other cooking equipment should be confined to the deck areas of the condominium and shall be kept a safe distance from the building, and in accordance with the Mass. Board of Fire Prevention Regulations.
- E. Bicycles, toys and other outdoor equipment may not be left in roadways, driveways, or lawn areas overnight or indiscriminately strewn over the common area at any time.
- F. Keys to units- it is the responsibility of the unit owner to make sure the management company has a current and workable key to their unit. If there is no key provided and forced entry is required, the cost of any repairs is the responsibility of the unit owner.
- G. No tents or camping shall be permitted in common areas.

#### **6. Miscellaneous**

- A. Annoyance: Any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents is prohibited.
- B. There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.
- C. Combustion Materials -- There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.
- D. No garbage disposals are allowed.
- E. No unit owner shall allow between the period of Memorial Day and Labor Day construction activity that could be seen or heard from a neighboring unit nor the placement of any construction equipment, vehicles, supplies, etc. on the property, except for emergency repairs or activities with prior written approval from the Board of Trustees.
- F. Each unit owner assumes the responsibility for his own safety and that of his family, guests, agents, employees and lessees.
- G. Outside Attachment to Building - The Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building, except as provided for in these Rules and Regulations, and no signs or awnings, canopies, shutters or radio or TV antennas shall be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Board.
- H. Signs / For Sale / For Rent / Other - No "For Sale/For Lease" signs shall be placed in the windows. No signs of any type shall be placed on the common area, or so as to be visible from the common area, without the permission of the Executive Board or by court order.

#### **7. Rental Rules:**

- A. All leasing shall be in accordance with the provisions in the Master Deed and/or Declaration of Trust.
- B. No unit may be sub-leased by an owner or tenant
- C. A Unit owner must obtain approval from the Board of Trustees (or their designated representative), in writing, prior to executing a lease or rental

- D. A copy of a completed lease agreement must be submitted to the Trustees (or their representative) prior to occupancy
- E. All tenants will be bound by the provisions of the Master Deed, Trust and Rules & Regulations of the association. A unit owner is responsible to advise tenants of these documents and also is responsible for the behavior of their tenants.
- F. Unit owners must provide the Trustees or Managing Agent with a telephone number where the owner can be reached in the event of an emergency or problem with a tenant
- G. Owners who violate the Rental Rules may, at the option of the Board of Trustees, be subject to a fine of \$50.00 for each day the violation continues.

These rental rules are intended to be uncomplicated, and are created with the aim to discourage short term rentals and preserve the quality of life and overall value of the property.

### **8. Smoke Detectors**

Unit Owners shall install and maintain in good operating condition, smoke detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

### **9. Enforcement of Rules and Regulations**

The Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, Declaration of Trust, By-Laws and Rules and Regulations (collectively "governing documents") governing the conduct of the Unit Owners, residents, and persons for whom they are responsible as follows:

1 <sup>st</sup> offense	Warning and/or a fine of up to	\$ 100.00
2 <sup>nd</sup> offense	Fine of up to	\$ 200.00
3 <sup>rd</sup> offense	Fine of up to	\$ 300.00

Each day a violation continues after notice shall be considered a separate violation. Violations that endanger the health, safety and welfare of others and/or pose a substantial threat to property shall be subject to such additional fines in amounts as the Trustees in their sole discretion may determine. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). If any expense is incurred by the Board as a result of a Unit Owners failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his family members, tenants, or invitees the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense. The Board may refer any violation at any time to the Condominium's attorney to take any action deemed necessary.

**10. PAYMENT OF FEES AND ASSESSMENTS:** Maintenance fees are due on the first day of each month with a 15 (fifteen) day grace period. Owners who do not pay by this date will be assessed a late fee in the amount of \$25.00. If you are consistently in arrears, fine, legal fees, and/or foreclosure on your property can occur. Each payment received by the Association from each owner shall be applied as follows: first to late charges due; second to attorney's fees and legal costs; third to fine and penalties imposed; fourth to reimburse the costs incurred by the Trust with respect to the subject Unit; fifth, to

current common element assessments due; sixth, to past due common charges due common element assessments.

**11. Addendum to Rules** – In addition to the rules and regulations included herein, the rules shall also include those addendums attached hereto and incorporated herein by reference.

**ADDENDUM A**  
**SKAKET LANDING CONDOMINIUM**  
**DOG RULES AND REGULATIONS**

- a. Dogs must be carried or on a leash while in the common areas.
- b. When walking a dog, the owner or walker must respect the boundaries and keep clear of "exclusive use" areas. Exclusive use areas are steps, walkways, driveways, decks, balconies and patio or cement slabs at front and rear of units.
- c. No dog shall be tethered to any building, unit or other common area element including patio, deck or railing.
- d. If the dog defecates in the outside common areas the resident must immediately clean up the same.
- e. The resident must accompany and actively supervise the dog at all times that the dog is outside his/her Unit. In the event that the resident is unable to be present with the dog outside of his/her Unit, he/she must ensure that any person assisting must follow the restrictions in regards to the common areas as provided herein.
- f. Dogs must be fed and watered inside the Unit. Dog food and water may not be left in the common areas at any time.
- g. The dog must wear a tag bearing the resident's name, address and telephone number at all times.
- h. In accordance with city/town ordinances, the dog must be licensed at all time and must be current with all shots and vaccinations.
- i. No Nuisance Allowed. Dogs must not be allowed to create any unreasonable disturbances on the Condominium premises or in the Unit, including but not limited to, loud or excessive and unreasonable barking or aggressive and unwelcome behaviors. If a dog has been determined to constitute a "nuisance" by the Board in its sole discretion, the Trustees may require the dog be permanently removed from the Condominium upon five (5) days' written notice from the Trustees of the Board's decision.
- j. The Unit Owner shall be liable for all damages resulting from any injury to any persons or the property of the Condominium or others caused by the dog.
- k. The failure of the Unit Owner to comply with the terms and conditions herein shall be deemed a violation of the Condominium Documents, and may result in fines and/or the permanent removal of the dog from the Premises.

**ADDENDUM B**  
**SKAKET LANDING CONDOMINIUM**  
**Unit Owner Maintenance Resolution**

WHEREAS, the Board of Trustees is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Section 8(b) of the Master Deed;

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so as to prevent any hazardous conditions that may affect other units or the common areas of the Condominium;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold and other issues;

WHEREAS, many unit owners vacate their Units for several months at a time, particularly during the cold winter months;

WHEREAS, failure to properly clean fireplace chimneys and dryer vents can lead to fires or other safety hazards; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address the proper maintenance of the Units for the purpose of protecting other Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state. To that end, if an owner intends to vacate his/her Unit for an extended period of time between November 1<sup>st</sup> and March 31<sup>st</sup>, on or before November 1<sup>st</sup> the Unit Owner must properly winterize the Unit in order to prevent the freezing of pipes in the Unit. In the alternative, if the Unit Owner elects not to winterize the Unit, or if the Unit Owner intends to use the Unit during this period, the Unit Owner is obligated to maintain a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit at all times.

2. Unit Owners shall be responsible to: (i) clean and dust the surfaces within a Unit on a regular basis; (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit; (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit; (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts; (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills; (vi) replace water heaters, if any, prior to the end of the warranty period; (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;



(viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit; (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and (x) notify the Board in writing of a contact person and emergency number if the unit is to be left vacate for more than seven (7) consecutive days.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Specifically, regarding dryer vents and fireplace chimneys, Unit Owners will be responsible for the cost of the regular inspection and cleaning of their dryer vents ducts and hoses, and for fireplace chimneys, and for ensuring that said inspection and cleanings take place. This will be done on an annual basis, with the first required cleaning to be set for 2017. Unit Owners must submit to the Board a written inspection certificate or signed acknowledgement from a contractor hired by the Unit Owner which indicates that the unit's dryer vent, ducts and hoses and fireplace chimneys have been inspected, cleaned and/or repaired, and are in good working order, by June 30<sup>th</sup> of each year. Failure to comply with the terms of this Resolution may result in a fine being assessed against the Unit Owner for each day of noncompliance after June 30<sup>th</sup> of each year.

5. Unit Owners are required to report immediately, in writing, delivered to the Board: (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas; (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

6. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4.

7. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

8. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting

from the failure of the Unit Owner to comply with the terms of this Resolution.

9. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

## SKAKET LANDING CONDOMINIUM

Addendum to the Rules and Regulations  
INSURANCE RESOLUTION

Whereas, the Board of Trustees do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article V, Section 1(vii) of said Trust as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 1(vii) of the Trust.
2. The Trustees shall determine the amount of the deductible which is currently \$2,500.00 for most types of losses but which may be higher or lower for other types of losses.
3. The Trustees shall have the right to assess the deductible to unit owners as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to unit owner(s) sustaining property damage to their unit(s).
4. In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for same regardless of the cause of the claim.
5. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible, as well as, insuring for liability and all such other coverages which said unit owner desires.
  - A. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts, and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for the Condominium's deductible.

- B. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
  - C. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
6. If a unit owner sustains property damage in amounts less than the Condominium Trust's Master Policy deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim under the master insurance policy. The unit owner must resolve the claim with their individual insurance agent or carrier.
7. The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's master policy deductible:
- A. Damage in excess of the Condominium Trust's deductible must be reported within 24 hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
  - B. The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per paragraph 6 in this Resolution.
  - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order to ensure that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.

- E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
  - F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the Unit Owner. The Trust will issue payment of the applicable insurance proceeds to the Unit Owner upon the execution and delivery of a Release by the Unit Owner of the Trust, in the form as attached hereto and incorporated herein.
  - G. Final payment will be made when: (i) the Insurance Adjuster has had the opportunity to inspect all repair work; (ii) the Trust has received the final payment from the Insurance Carrier; and (iii) the Unit Owner has signed a Release.
8. The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
9. The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.

**INSURANCE PROCEEDS DISTRIBUTION**  
**AGREEMENT AND RELEASE**

This agreement is made and release given this day by the undersigned Unit Owner of the Skaket Landing Condominium, Orleans, Massachusetts.

In consideration of the payment to me (us) of the below listed sum as the distribution to me (us) of casualty insurance proceeds under the master casualty policy maintained by the Skaket Landing Condominium Trust pursuant to its Trust and/or By-Laws, the receipt of which is acknowledged, I (we) do hereby remise, release and forever discharge the Skaket Landing Condominium Trust, its past, present and future trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, of an from all claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, representations, restitutions, doings, omission, variances, damages, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, known or unknown, which I (we) now have or ever had in regard to any and all damage, losses and casualties suffered by me (us) as a result of \_\_\_\_\_ which occurred on or about \_\_\_\_\_ and any and all repairs undertaken by the Skaket Landing Condominium Trust on account thereof and the processing of a claim therefore under said master casualty policy.

I(we) do further agree to indemnify and hold harmless the Skaket Landing Condominium Trust, its trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, upon any claim made in regard thereto by my (our) mortgagee(s) or any other person, firm or entity making claim derivative of me (us), including the payment of any and all attorneys fees incurred by the indemnees in regard thereto.

I do further agree that in such event as I should hereinafter make claim under the master casualty policy maintained by the Skaket Landing Condominium Trust for any damage, loss or casualty occurring subsequent to the aforesaid loss, I shall provide to the said Trust upon demand, proof that I (we) have effectuated repairs to the damage forming the basis of the claim upon which I am hereunder being paid, and that the processing of such a subsequent claim by the Skaket Landing Condominium Trust shall be contingent thereon.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Unit Owner(s):

Unit No. \_\_\_\_\_

\_\_\_\_\_  
Name (print)

Amount of Payment: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

**SKAKET LANDING CONDOMINIUM  
AMENDMENT TO THE RULES AND REGULATIONS**

Reference is hereby made to that certain Declaration of Trust dated September 15, 1983, and recorded with the Barnstable County Registry of Deeds in Book 3869, Page 127, as amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Skaket Landing Condominium Trust, the organization of Unit Owners of the Skaket Landing Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated September 15, 1983, and recorded with the Barnstable County Registry of Deeds in Book 3869, Page 108, as amended.

We, the undersigned, being a majority of the Trustees of said Skaket Landing Condominium Trust, hereby certify that the Board of Trustees has, in accordance with Article V, Section 4 of said Trust, amended the Rules and Regulations recorded with the Barnstable County Registry of Deeds in Book 30255, Page 201 by inserting in Section 6 of said Rules and Regulations the following:

I. No nuisances shall be allowed in or upon the Condominium, nor shall any use or activities be allowed which unreasonably interferes with the peaceful possession or proper use of the Condominium by its residents. In connection with the foregoing, no occupants of a Unit, nor any guests or invitees of a Unit, shall create or allow to occur any excessive, unnecessary, or unusually loud noise, including, but not limited to, any such noise which may be generated by loud outcries, exclamations, loud or boisterous noise, loud or boisterous singing, continuous animal noises, or the operation of any radio, television, stereo, instrument, or other sound-making or noise amplification device. The foregoing restrictions apply to all hours of the day. However, it is expected that between the hours of 11:00 pm and 6:00 am, residents will undertake all reasonable efforts to ensure that no noise is plainly audible by other residents of the Condominium. Any violations of this Rule may result in fines being assessed to the applicable Unit Owner in accordance with the Section 9 of these Rules and Regulations

[SIGNATURES APPEAR ON NEXT PAGE.]



Executed this 23 day of June 2023.

MAJORITY OF THE  
TRUSTEES OF THE  
SKAKET LANDING  
CONDOMINIUM TRUST  
AND NOT INDIVIDUALLY

SUZANNE INGRAHAM  
SUZANNE INGRAHAM, Trustee  
BRIAN RICHARDSON  
BRIAN RICHARDSON, Trustee  
KATHLEEN GRENON  
KATHLEEN GRENON, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 23<sup>rd</sup> day of June, 2023, before me, the undersigned notary public, personally appeared Suzanne Ingraham, Brian Richardson, and Kathleen Grenon proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Skaket Landing Condominium Trust.

Holly J. Anthony  
Notary Public  
My Commission Expires: \_\_\_\_\_

