



PROPERTY INFORMATION PACKAGE #24-2070

CAPE COD REAL ESTATE AUCTION

**4BR, 2BA OCEANVIEW HOME ON .2+/- AC.
On Observatory Hill in the Heart of Falmouth Heights**

13 FAIRMOUNT AVE., FALMOUTH, MA

Wednesday, September 18, 2024 at 11am On-site

Open House: Wednesday, September 4th (11am-1pm)

MA Auc. Lic. #111



TABLE OF CONTENTS

DISCLAIMER

TRANSMITTAL LETTER

TERMS & CONDITIONS

BUYER'S PREMIUM

SAMPLE P&S

PROPERTY INFORMATION & PHOTOS

LOCATION MAP



AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.



August 1, 2024

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer this 4-bedroom, 2-bath ocean view home with parking for 9+/- vehicles on .2+/- acre located at 13 Fairmount Ave., Falmouth, MA. This prime income property overlooks Nantucket Sound and is steps from Falmouth Heights Beach. It's located in one of the highest points in Falmouth Heights known as Observatory Hill, close to downtown Falmouth, ferries, marinas, restaurants and more.

The owners have chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this magnificent ocean view home with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Wednesday, September 18, 2024 at 11:00am on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$50,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at auctions@jjmanning.com or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE
President



TERMS & CONDITIONS

CAPE COD REAL ESTATE AUCTION

**4BR, 2BA OCEANVIEW HOME ON .2+/- AC.
On Observatory Hill in the Heart of Falmouth Heights**

13 FAIRMOUNT AVE., FALMOUTH, MA

Wednesday, September 18, 2024 at 11am On-site

Open House: Wednesday, September 4th (11am-1pm)

Terms of Sale: 10% deposit of which Fifty Thousand Dollars (\$50,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, September 20, 2024. Balance in 30 days.

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

B. Closing will take place on or before Friday, October 18, 2024 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

C. A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

D. The property is being sold "as is, with all faults". We encourage you to attend the Open House and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to enter protective bids on behalf of Seller.

F. Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

G. The property is NOT being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.



BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price:	\$100,000.00
Add 10% Buyer's Premium:	\$ 10,000.00

Contract sales price:	\$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

PURCHASE AND SALE AGREEMENT

This 18th day of September 2024

1. PARTIES AND MAILING ADDRESSES

Anthony Disciullo hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as 13 Fairmount Ave., Falmouth, MA.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE

The agreed purchase price for said premises is _____ dollars, of which

\$_____ have been paid as a deposit this day and

\$_____ are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by
4:00 pm ET on Friday, September 20, 2024 as the additional deposit

\$_____ are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, treasurer's or bank check(s)

\$_____ TOTAL

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, October 18, 2024 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this

Buyer's Initials: _____

agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed as is.

25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

Buyer's Initials:_____

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Anthony Disciullo, Seller

BUYER

By:

BUYER

By:

Buyer's Mailing Address (Street or P.O. Box)

Buyer's Attorney (Name)

Buyer's Mailing Address (City, State & Zip Code)

Buyer's Attorney (Firm)

Buyer's Daytime Phone

Buyer's Attorney's Address (Street or P.O. Box)

Buyer's Evening Phone

Buyer's Attorney's Address (City, State & Zip Code)

Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

Oceanview 4 BR Home Overlooking Vineyard Sound

13 Fairmount Ave, Falmouth, MA

On Observatory Hill in the Heart of the Heights

5± Blocks from Falmouth Heights Beach



BOUNDARIES APPROXIMATE © Pictometry.com



Falmouth Harbor



Falmouth Heights Beach

AUCTION: Wednesday, September 18 at 11 am On-site

Open House: Wednesday, September 4 (11am-1pm)

Site: .2± acres with parking for 10± cars, fenced back yard, outdoor shower, shed

Gross Finish Area: 1,752 sf per assessor, up to 2,245± sf per floorplan

Design: Circa 1900 1 & 2-story home on poured concrete foundation

Includes: Foyer, living room, dining room, kitchen, family room, sitting/bonus rooms, 2 BA (1 shower, 1 tub/shower) & 4 BR including 20'10" x 14'1" main BR with ocean views, 240± sf back deck

Basement: Partial, unfinished

HVAC: Gas, 2 ductless mini-splits, 2 fireplaces, room A/C

Water: Town

Sewer: Private (passed Title 5 2/28/23)

Renovations: 2022 - Pine Harbor shed; 2021 - cedar siding, Azek trim & fencing; 2018 - new asphalt shingle roof; 2016 - remodeled family room & mini-splits

See Property Info Package: Rental info/ income, features, etc.

Zoning: RC – Single Res C, significant structure

Parcel ID: 46B-07-017-002

Within 5± blocks of Kite Park, Central Park ball field, Yacht Club, iconic restaurants & Falmouth Heights Beach. Within 1± mile of seasonal ferries, Falmouth Harbor & Marine Park. Easy access to downtown Falmouth shops, eateries, culture & entertainment.

Year-round single-family residence at the intersection of Fairmount Ave, Lookout Ave & the Crown Ave round-about surrounded by charming period homes atop one of the highest points of land on Vineyard Sound offering views to Martha's Vineyard on a clear day.

Terms of Sale: 10% certified deposit of which \$50,000 in certified or bank check at the auction & remainder by 4pm ET on Friday, September 20, 2024. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.

JJManning

AUCTIONEERS

Property Info., Photos, Broker Reg. & Full Terms at:

JJManning.com

800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675



MA Auc Lic 111 • MA Broker Lic 5850
Brochure 1805 • Ref 24-2070

Unofficial Property Record Card - Falmouth, MA

General Property Data

Parcel ID **46B 07 017 002**
Prior Parcel ID **--**
Property Owner **DISCIULLO ANTHONY**

Account Number **FALMOUTH HEIGHTS**

Mailing Address **PO BOX 600251**

Property Location **13 FAIRMOUNT AVE**

Property Use **ONE FAMILY**

Most Recent Sale Date **2/28/2023**

Legal Reference **35658-84**

Grantor **MAURUKAS ,MARGARET D**

City **NEWTONVILLE**

Mailing State **MA** Zip **02460**

Sale Price **1,275,000**

ParcelZoning **RC**

Land Area **0.198 acres**

Current Property Assessment

Card 1 Value Building Value **370,800** Xtra Features Value **2,300** Land Value **638,300** Total Value **1,011,400**

Building Description

Building Style **Conventional**
of Living Units **1**
Year Built **1900**
Building Grade **6 1.35**
Building Condition **Average**
Finished Area (SF) **1752.5**
Number Rooms **7**
of 3/4 Baths **0**

Foundation Type **Concrete**
Frame Type **Wood**
Roof Structure **Gable/Hip**
Roof Cover **Asphalt**
Siding **Wood Shingle**
Interior Walls **Drywall**
of Bedrooms **4**
of 1/2 Baths **0**

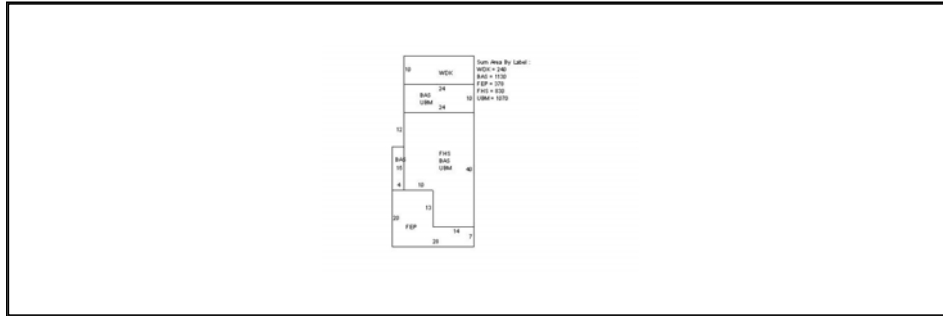
Flooring Type **Carpet**
Basement Floor **N/A**
Heating Type **Hot Water**
Heating Fuel **Gas**
Air Conditioning **100%**
of Bsmt Garages **0**
of Full Baths **2**
of Other Fixtures **1**

Legal Description

Narrative Description of Property

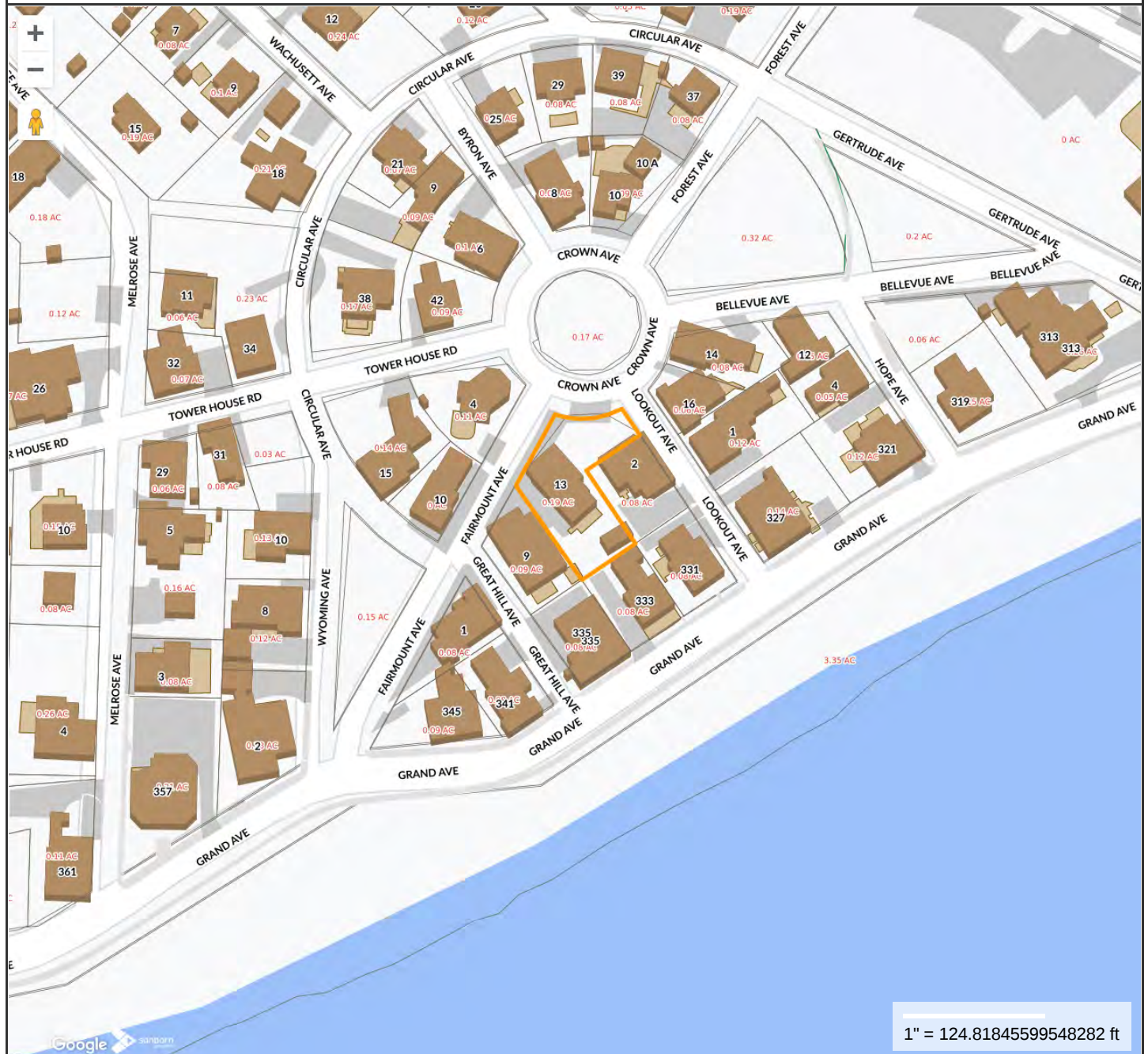
This property contains 0.198 acres of land mainly classified as ONE FAMILY with a(n) Conventional style building, built about 1900 , having Wood Shingle exterior and Asphalt roof cover, with 1 unit(s), 7 room(s), 4 bedroom(s), 2 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

13 Fairmount Ave., Falmouth, MA

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/10/2023
Data updated 07/17/2024

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

This is an aerial map of a residential neighborhood, likely in a coastal area given the proximity to water. The map displays numerous property lots, each labeled with its acreage in red text. A specific property, located near the intersection of Grand Ave and Lookout Ave, is highlighted with a bright orange outline. The map includes several street names: Circular Ave, Grand Ave, Tower House Rd, Lookout Ave, and others. A scale bar at the bottom right indicates that 1 inch on the map represents 124.81856023216085 feet. The map also shows a coastline with a rocky shore and some vegetation.

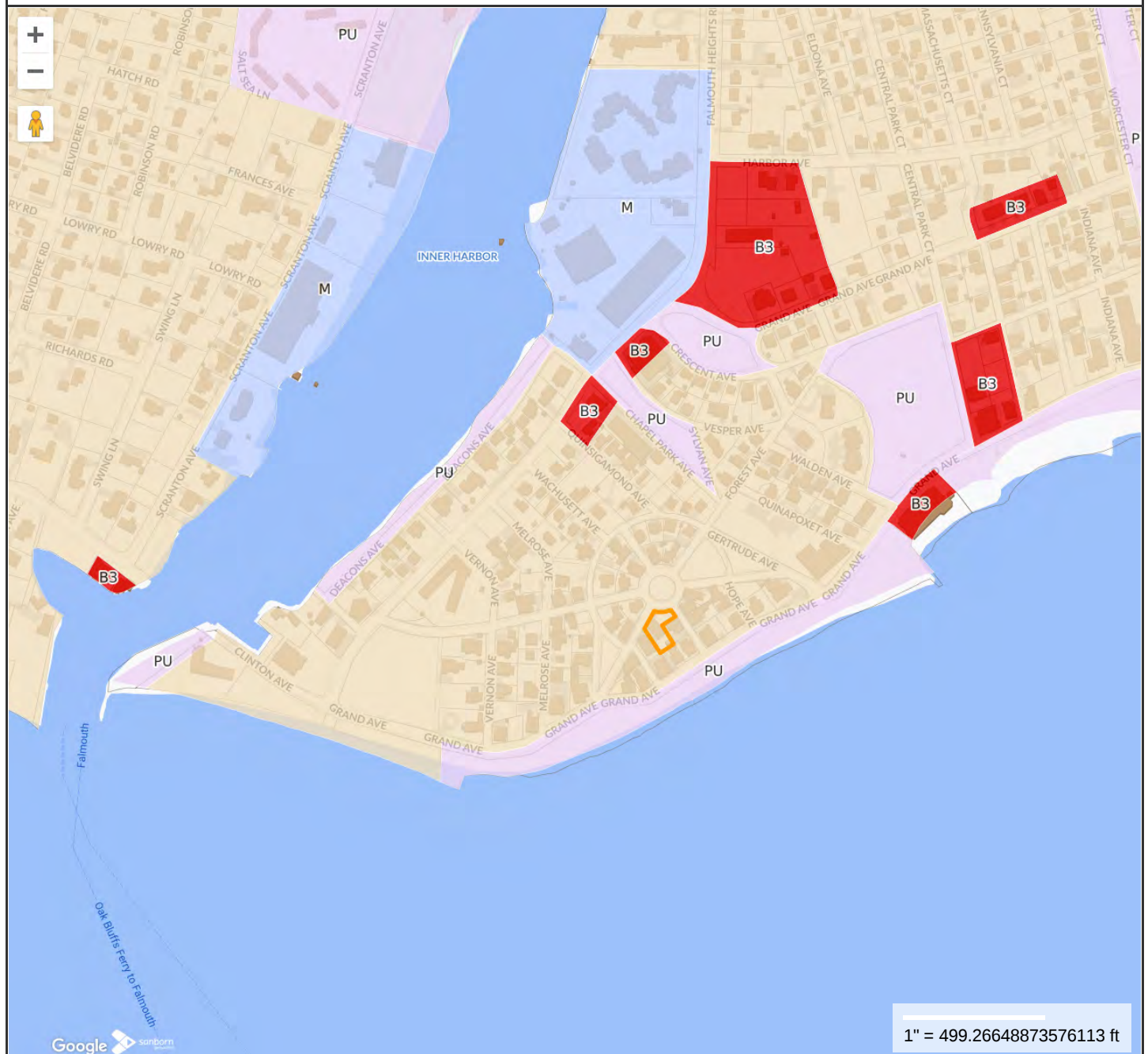


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Geometry updated 10/10/2023
Data updated 07/17/2024

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13 Fairmount Ave., Falmouth, MA Zoning

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Geometry updated 10/10/2023
Data updated 07/17/2024

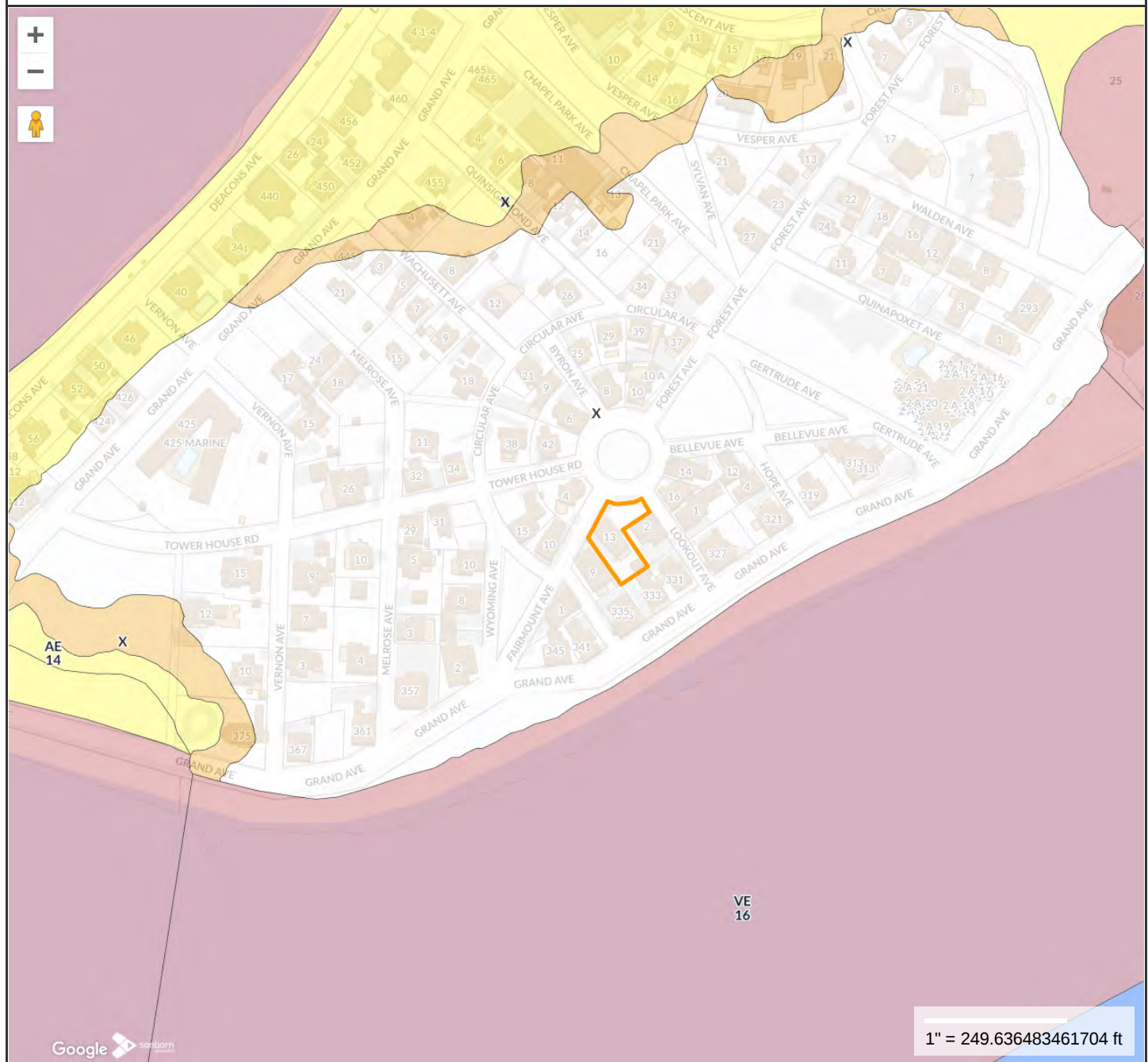
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Map Theme Legends

Zoning



13 Fairmount Ave., Falmouth, MA FEMA

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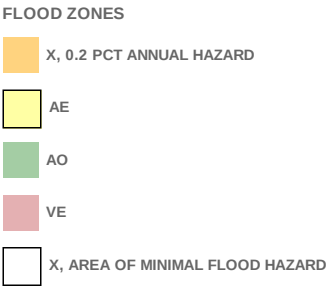
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Map Theme Legends

Flood Zones BFE



GIS - Significant Structures

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Geometry updated 08/01/2024
Data updated 08/01/2024

Print map scale is approximate.
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Map Theme Legends

Significant Structures



List of Significant Buildings**Determining if on the List**

To determine whether your building is on the 'List of Significant Buildings', check with the [Town Clerk's Office](#) on the main floor of Town Hall. The Clerk's office will issue a certified notice to the Building Department stating whether or not the structure is on the List.

If the building is not on the 'List of Significant Buildings' or in a historic district, the building department will process the application without requiring approval from either historic board.

List of Significant Buildings

If the building is on the 'List of Significant Buildings', the date on which the request is recorded by the Town Clerk shall be the commencement of a twelve-month demolition delay period. The Historical Commission will schedule a time to meet with the applicant to perform an advisory review.

The Historical Commission will assist and encourage the applicant to seek out alternatives to demolition that will preserve, rehabilitate, or restore the building. If demolition is to proceed, the Commission will require that the applicant provide suitable documentation of the building for the permanent records of the Commission. In their review, the Commission may request access to the building for a site visit.

Falmouth List of Significant Buildings

NOVEMBER 2021			
St Num	St Name	MAP PAR ID	Date
26	ELM ARCH WAY	47A 14 099 000	07/21/04
14	ELM RD	47 01 001 001	12/13/93
18	ELM RD	47 01 002 002	12/13/93
33	ELM RD	47 01A 034 005	06/16/04
103	ELM RD	47 01 022 000	12/13/93
122	ELM RD	47 01 006D 000	12/13/93
202	ELM RD	47 01 008 003	12/13/93
216	ELM RD	47 01 009 002	12/13/93
228	ELM RD	48 14 070 001A	12/13/93
29	ERIC CLAUSON LN	15 02 019 004B	12/13/93
1	FAIRMOUNT AVE	46B 07 009 001	07/21/04
9	FAIRMOUNT AVE	46B 07 012 001	07/21/04
10	FAIRMOUNT AVE	46B 07A 001 001	07/21/04
13	FAIRMOUNT AVE	46B 07 017 002	07/21/04
29	FAY RD	51 03 000 115	12/13/93
5	FOREST AVE	46B 10 001 008	07/21/04
7	FOREST AVE	46B 10 002 001	07/21/04
13	FOREST AVE	46B 10 003 010	07/21/04
23	FOREST AVE	46B 10 004 008	07/21/04
24	FOREST AVE	46B 09 005 007A	07/21/04
27	FOREST AVE	46B 10 005 004	07/21/04
27	FRAZAR RD	24 12 006 001	12/13/93
66	FRAZAR RD	24 15 003 006C	12/13/93
100	GARDINER RD	49A 06 028 000	03/20/13
11	GARNET AVE	02A 01 006 013	01/21/15
23	GARNET AVE	02A 01 008 010	01/21/15
37	GARNET AVE	02A 01 010 005A	01/21/15
42	GARNET AVE	02A 03 004 027	01/21/15
43	GARNET AVE	02A 01 011 003	01/21/15
48	GARNET AVE	02A 03 005 029	01/21/15
50	GARNET AVE	02A 03 007 030	01/21/15
86	GARNET AVE	02A 02 003 001A	01/21/15
87	GARNET AVE	02 03 004 000A	01/21/15
92	GARNET AVE	02A 02 002 000A	01/21/15
56	GIFFORD ST	38A 08 086 000	12/13/93
64	GIFFORD ST	38A 08 085 000	12/13/93
74	GIFFORD ST	38A 08 084 000	12/13/93
84	GIFFORD ST	38A 08 083 000	12/13/93
94	GIFFORD ST	38A 08 082 000	12/13/93
311	GIFFORD ST	38 09 001 001A	12/13/93
26	GLENDON RD	50 01 004 030	12/13/93
25	GLENWOOD AVE	47A 08 005A 004	12/13/93
33	GLENWOOD AVE	47A 08 006 004	12/13/93
44	GLENWOOD AVE	47A 08 016 000	12/13/93
49	GLENWOOD AVE	47A 08 009 000	12/13/93
63	GLENWOOD AVE	47A 08 010A 000A	12/13/93

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QUITCLAIM DEED

I. MARGARET D. MAURUKAS, being unmarried, of Boston, Suffolk County, Massachusetts.

for consideration paid and in full consideration of **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$1,275,000.00) DOLLARS**

grant to **ANTHONY DISCIULLO, Individually**, now of 13 Fairmount Avenue,
Falmouth, Barnstable County, Massachusetts 02540.

with Quitclaim Covenants

The land with the buildings thereon, situated in Falmouth, Barnstable County, Massachusetts, bounded and described as follows:

BEGINNING	at a cement bound at the Northwesterly corner of Lot 57. Lookout Avenue;
THENCE	Westerly by the northerly line of Lot 56 to Lot 1 on Bluff, now Fairmount, Avenue, fifty-four (54) feet, more or less;
THENCE	Northerly by the easterly line of said Lot 1, ninety-seven (97) feet, more or less, to Fairmount Avenue;
THENCE	Northeasterly by the easterly sideline of Fairmount Avenue, fifty-eight (58) feet, more or less, to Crown Avenue;
THENCE	Easterly by the southerly line of Crown Avenue, fifty-four (54) feet, more or less, to the northeasterly corner of Lot 1, Crown Avenue;
THENCE	Southerly by the westerly line of Lookout Avenue, twenty-seven (27) feet, more or less, to land now or formerly of Clarence L. Krauz, et ux;
THENCE	South 70° 36' West by said land of Krauz, fifty-four (54) feet to a cement bound;
THENCE	South 18° 44' East by said Krauz land, seventy-five (75) feet to a cement bound and point of beginning.

The undersigned hereby releases any and all Rights of Homestead which have been declared in the property or have been granted as a matter of law and further states under the pains and penalties of perjury that there are no other persons entitled to protection under the Homestead Act.

Being the same premises conveyed to Grantor by Deed dated May 9, 2013, and recorded with the Barnstable County Registry of Deeds in Book 27401, Page 70.

Property Address: 13 Fairmount Avenue, Falmouth, Massachusetts 02540

Executed as a sealed instrument this 17th day of February, 2023.

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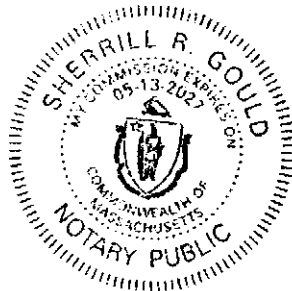
Margaret D. Maurukas
MARGARET D. MAURUKAS
OFFICIAL
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COMMONWEALTH OF MASSACHUSETTS

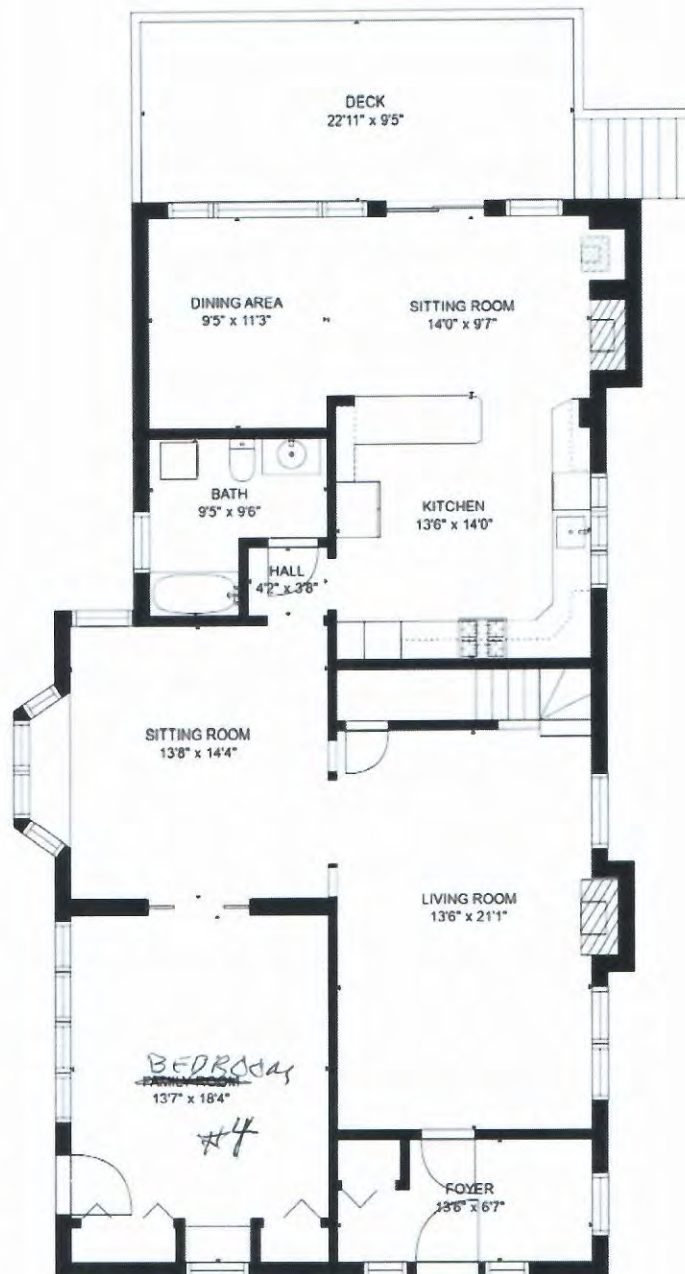
MIDDLESEX, ss.

February 17, 2023

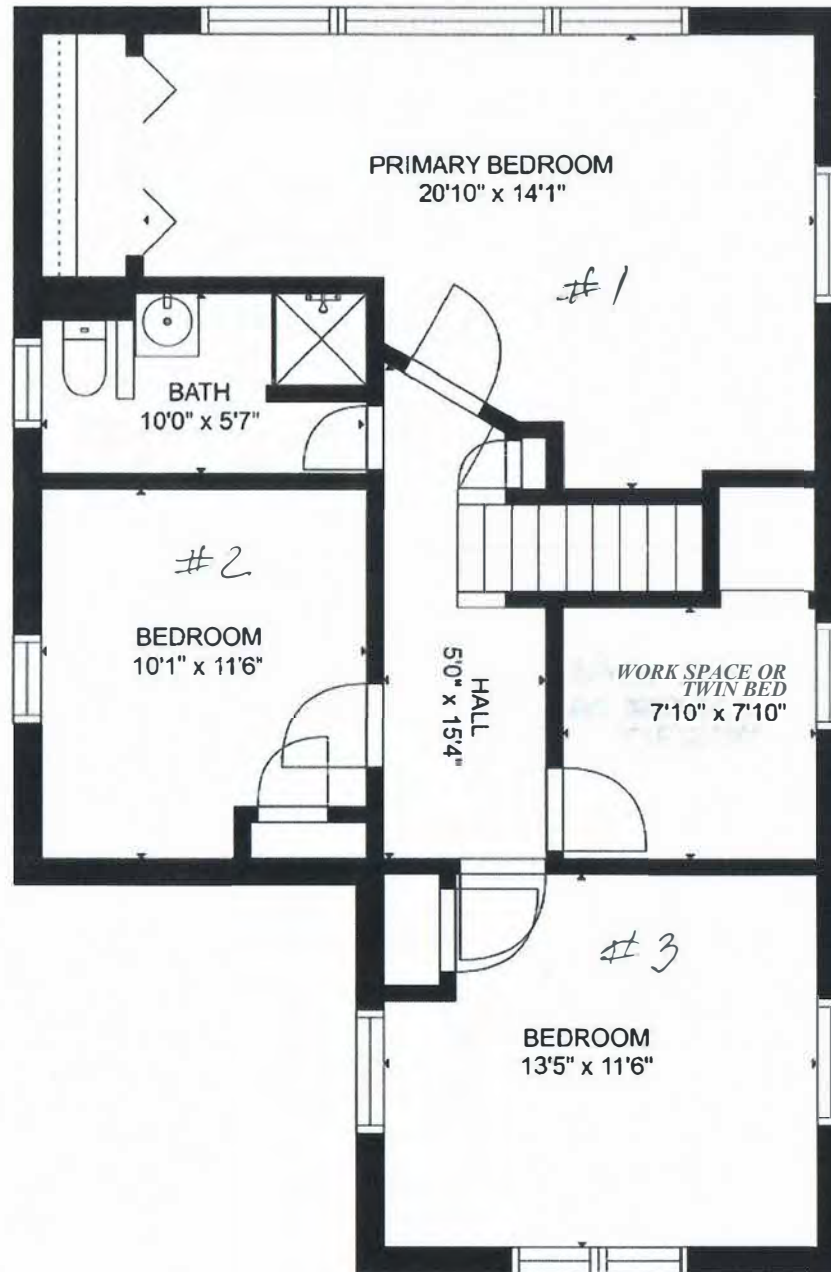
On this day, before me, the undersigned notary public, personally appeared MARGARET D. MAURUKAS, who proved to me through satisfactory evidence of identification, which was the presentation of a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Sherrill R. Gould
Notary Public:
My Commission Expires:



GROSS INTERNAL AREA
 FLOOR 1: 1470 sq. ft, FLOOR 2: 775 sq. ft
 EXCLUDED AREAS: , DECK: 218 sq. ft
 TOTAL: 2245 sq. ft
 SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.



GROSS INTERNAL AREA

FLOOR 1: 1470 sq. ft, FLOOR 2: 775 sq. ft

EXCLUDED AREAS: , DECK: 218 sq. ft

TOTAL: 2245 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Fiscal Year 2025 Preliminary Real Estate Tax

Town of Falmouth
Town Collector
PO Box 904
Falmouth, MA 02541

**Town of Falmouth
FISCAL YEAR 2025 PRELIMINARY
REAL ESTATE TAX BILL****TAXPAYER'S RECEIPT**

Bill Number	13857
--------------------	-------

Your Preliminary Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the Parcel of REAL ESTATE described below is as follows:

Preliminary Real Estate Tax	\$3,256.48
Preliminary CPA Tax	\$97.70
Total FY 2025 Preliminary Tax	\$3,354.18
1st Qtr Tax Due 08/01/2024	\$1,677.09
2nd Qtr Tax Due 11/01/2024	\$1,677.09

Please use address above if mailing payment
without stub.

DISCIULLO ANTHONY
DISCIULLO ANTHONY
PO BOX 600251
NEWTONVILLE, MA 02460

Assessed owner as of 01/01/2024

PROPERTY DESCRIPTION		
13 FAIRMOUNT AVE		
Parcel: 46B07 017 002	Land Use: 1010	Land Area: 8624

**PLEASE USE THE PAYMENT DROP BOX
LOCATED TO THE RIGHT OF THE FRONT
DOOR OF TOWN HALL**

Fiscal Year 2025 Preliminary Real Estate Tax Bill

Town Collector
Patricia M. O'Connell

Phone: Office of the Collector: (508) 495-7370 Hours: Monday - Friday
Office of the Assessor: (508) 495-7380 8:00am - 4:30pm

Owner of Record as of 01/01/2024

DISCIULLO ANTHONY
PO BOX 600251
NEWTONVILLE, MA 02460



Make Check Payable and Mail to

Town of Falmouth
P.O. Box 783
Reading, MA 01867-0406

COLLECTOR'S COPY**2nd Quarter Payment****Return This Portion With Your Payment**

Bill Date	10/01/2024	Bill No.	13857
PROPERTY DESCRIPTION			
13 FAIRMOUNT AVE			
Parcel ID	46B07 017 002		
AMOUNT DUE		\$1,677.09	
11/01/2024			

Pay Online through www.falmouthma.gov
fees may apply

Interest at a rate of 14% per annum will accrue on overdue
payments until payment is made.

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Fiscal Year 2025 Preliminary Real Estate Tax Bill

Town Collector
Patricia M. O'Connell

Phone: Office of the Collector: (508) 495-7370 Hours: Monday - Friday
Office of the Assessor: (508) 495-7380 8:00am - 4:30pm

Owner of Record as of 01/01/2024

DISCIULLO ANTHONY
PO BOX 600251
NEWTONVILLE, MA 02460



Make Check Payable and Mail to

Town of Falmouth
P.O. Box 783
Reading, MA 01867-0406

COLLECTOR'S COPY**1st Quarter Payment****Return This Portion With Your Payment**

Bill Date	07/01/2024	Bill No.	13857
PROPERTY DESCRIPTION			
13 FAIRMOUNT AVE			
Parcel ID	46B07 017 002		
AMOUNT DUE		\$1,677.09	
08/01/2024			

Pay Online through www.falmouthma.gov

Interest at a rate of 14% per annum will accrue on overdue
payments until payment is made.

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ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This policy, when issued by Us with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

As soon as You Know of anything that might be covered by this policy, You must notify Us promptly in writing at the address shown in Condition 3.

COVERAGE STATEMENT

SUBJECT TO THE PROVISIONS SET FORTH BELOW, We insure You against loss or damage resulting from one or more of the Covered Risks if the matter creating the risk exists on the Date of Policy or, to the extent expressly stated in any Covered Risk, after the Date of Policy. We will also pay the costs, attorneys' fees, and expenses provided for under this policy.

Your insurance is effective on the Date of Policy.

This policy covers You only if the Land is improved with an existing one-to-four family residence and each party named in Item 1 of Schedule A is a Natural Person or Estate Planning Entity.

Your insurance is further limited by all of the following:

- Amount of Insurance
- For Covered Risks 16, 18, 19, and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions from Coverage in Schedule B
- Our Duty to Defend against Legal Actions
- Exclusions from Coverage
- Conditions

COVERED RISKS

1. Someone else owns an interest in Your Title.
2. Someone else has a right affecting Your Title because of a lease, contract, or option.
3. Someone else claims to have a right affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Any of Covered Risks 1 through 4 occurring after the Date of Policy.

Countersigned by:

Authorized Countersignature

Kriss Law, LLC
Company Name

15 Crawford Street
Needham, MA 02494
City, State

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

6. Someone else has a right to enforce a Covenant to limit Your use of the Land.
7. Your Title is defective.
Some examples of title defects are:
 - a. someone else's failure to have authorized a transfer or conveyance of Your Title.
 - b. a defective judicial or administrative proceeding.
 - c. a document, including an electronic document, on which Your Title is based:
 - i. was signed using a falsified, expired, or otherwise invalid power of attorney;
 - ii. was not properly authorized, executed, created, signed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered; or
 - iii. was not properly filed, recorded, or indexed in the Public Records.
 - d. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
8. Someone else has a lien on Your Title. Some examples of liens are:
 - a. a lien of real estate taxes or assessments imposed on Your Title by a governmental authority due or payable, but unpaid;
 - b. a Mortgage;
 - c. a judgment lien;
 - d. a State or federal tax lien;
 - e. a charge by a homeowner's or condominium association; or
 - f. a statutory lien, attaching before or after the Date of Policy, for service, labor, material, or equipment in connection with an improvement or work related to the Land and furnished before the Date of Policy.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have a right affecting Your Title because of fraud, duress, incompetency, or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based on a legal right.
12. You are forced to remove or remedy a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B. You are not covered for any violation of an obligation contained in a Covenant:
 - a. to perform maintenance or repair on the Land; or
 - b. relating to environmental protection of any kind, including hazardous or toxic conditions or substances;unless there is a notice of either of these violations recorded in the Public Records at the Date of Policy, and then, Our liability for Covered Risk 12 is limited to the extent of the violation described in that notice.
13. Your Title is lost or taken because of a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B.
14. A violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
15. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
16. Because of a violation existing at the Date of Policy of a State or Municipal subdivision law or State or Municipal subdivision regulation affecting the Land:
 - a. You are unable to obtain a building permit from a Municipal authority;
 - b. You are ordered by a State or Municipal authority to remove or remedy the violation; or
 - c. someone else refuses to perform a contract to purchase the Land, lease the Land, or make a mortgage loan on the Land, based on that violation.The Amount of Insurance for Covered Risk 16 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

17. You lose Your Title to any portion of the Land to an enforcement authority because of an exercise of the power to take the Land by condemnation, but only to the extent:
 - a. of the taking described in an Enforcement Notice; or
 - b. the taking occurred before the Date of Policy and is binding on You, if You purchased the Land without Knowledge of the taking.
18. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures—other than boundary walls or fences—because any portion of Your existing structures was built without obtaining a building permit from the proper Municipal authority. The Amount of Insurance for Covered Risk 18 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, because they violate an existing State or Municipal zoning law or State or Municipal zoning regulation. The Amount of Insurance for Covered Risk 19 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You are not able to use the Land because use as a single-family residence violates an existing State or Municipal zoning law or State or Municipal zoning regulation.
21. You are forced to remove any portion of Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the Amount of Insurance for Covered Risk 21 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else exercises a legal right refusing to perform a contract to purchase, lease, or make a mortgage loan on the Land because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove any portion of Your existing structures that encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of the right to maintain or use any Easement affecting Your Title, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Date of Policy), including lawns, shrubbery, or trees, are damaged because of the future exercise of the right to use the surface of the Land for the extraction or development of oil, gas, minerals, groundwater, or any other subsurface substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a Discriminatory Covenant that they claim affects Your Title.
27. A State or Municipal taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Date of Policy because of construction or change of ownership or use, that occurred before the Date of Policy.
28. Your neighbor builds any structures after the Date of Policy—other than boundary walls or fences—that encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase, lease, or make a mortgage loan on the Land.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the Title under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law.
31. The residence with the Property Address shown in Schedule A is not located on the Land at the Date of Policy.
32. Any defect in or lien or encumbrance on the Title that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.
33. The map, if any, attached to this policy does not show the correct location of the Land according to the Public Records.



OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action, only as to that portion of the legal action for a matter that is based on a Covered Risk and that is not excepted or excluded from coverage in this policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any portion of the legal action for a matter that is not based on a Covered Risk or that is excepted or excluded from coverage in this policy.

We can end Our duty to defend Your Title under Condition 4.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULE A AND SCHEDULE B.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITIONS

- a. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 6.d. or 10 or decreased by Condition 7.d. or 7.e.; or increased or decreased by endorsements to this policy.
- b. "Covenant": A covenant, condition, restriction, or limitation affecting the Title in a document or instrument in effect at the Date of Policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Easement": The right of someone else to use any part of the Land for a specified purpose.
- f. "Enforcement Notice": A document recorded in the Public Records at the Date of Policy that describes any part of the Land and:
- i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation; or
 - ii. is issued by a holder of the power of condemnation or a governmental agency that identifies the exercise of a governmental power.
- g. "Estate Planning Entity": A legal entity, a trust, or a trustee of a trust, if the entity or trust is established by a Natural Person for the purpose of planning the disposition of that person's estate.
- h. "Insured": The Insured named in Item 1 of Schedule A and also the parties identified in Condition 2.b.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by Public Records.
- j. "Land": The land or condominium unit described in Item 3 of Schedule A and improvements located on that Land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "Municipal": A political subdivision of a State, such as a city, county, parish, town, or village.
- m. "Natural Person": A human being, not a commercial or legal organization or entity.
- n. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- o. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- p. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- q. "We," "Our," or "Us": Stewart Title Guaranty Company.
- r. "You" or "Your": The Insured.

2. CONTINUATION OF COVERAGE

- a. Your coverage under this policy continues as of the Date of Policy, so long as You:
- i. own Your Title;
 - ii. own an obligation secured by a purchase money Mortgage given by a purchaser from You; or
 - iii. have liability for warranties of title given by You in any transfer or conveyance of Your Title.
- b. This policy also insures:
- i. anyone who receives Your Title by operation of law upon Your death;
 - ii. Your spouse who receives Your Title because of a dissolution of Your marriage;
 - iii. Your Estate Planning Entity to which You transfer Your Title after the Date of Policy;
 - iv. any beneficiary or distributee of Your Estate Planning Entity who receives Your Title;
 - v. anyone who receives Your Title by a transfer effective upon Your death as provided by law; or
 - vi. another Insured named in Item 1 of Schedule A.

- c. We may assert against any Insured identified in Condition 2.b. any rights and defenses that We have against any previous Insured under this policy.

3. HOW TO MAKE A CLAIM

a. *Prompt Notice of Your Claim*

- i. You must notify Us promptly in writing as soon as You Know of anything that might be covered by this policy.
- ii. Send Your notice to: Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, TX 77252-2029.
Please include Your Policy Number shown in Schedule A and the county and State where the Land is located. Please enclose a copy of this policy, if available.
- iii. If You do not give Us prompt notice, Your coverage may be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. *Proof of Your Loss*

- i. We may require You to give Us a written statement signed by You describing Your loss that includes:
 - (a). the facts supporting Your claim;
 - (b). the Covered Risks that apply to Your claim;
 - (c). the dollar amount of Your loss; and
 - (d). the method You used to compute the amount of Your loss.
- ii. We may require You to make available to Us records, checks, letters, contracts, insurance policies, and other papers relating to Your claim. We may make copies of these papers.
- iii. We may require You to answer questions about Your claim under oath.
- iv. If You fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage may be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice or otherwise learn of a claim covered by this policy, and after subtracting Your Deductible Amount, if it applies, Our choices include one or more of the following:
 - i. pay the claim;
 - ii. negotiate a settlement;
 - iii. bring or defend a legal action related to the claim;
 - iv. pay You the amount required by this policy;
 - v. end the coverage of this policy for the claim by paying You Your loss determined in Condition 6.a., as applicable, resulting from the Covered Risk;
 - vi. end the coverage described in Covered Risk 16, 18, 19, or 21 by paying You Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk;
 - vii. end all coverage of this policy by paying You the Amount of Insurance then in force; or
 - viii. take other appropriate action, including to cure or otherwise resolve the covered matter giving rise to the claim.
- b. When We choose the options in Condition 4.a.v., 4.a.vi., or 4.a.vii., all Our liability and obligations to You under this policy terminate, including Our obligation to defend or continue any legal action. In addition, We will pay any costs, attorneys' fees, and expenses that were authorized by Us up to that time and that We are obligated to pay.
- c. Whether or not We agree there is coverage, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage may be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are only required to repay You for amounts, including settlement costs, attorneys' fees, and expenses, that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title.

6. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by You by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. We are not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. After subtracting Your Deductible Amount, if it applies, Our liability for Your loss or damage is limited to the least of:

- i. the difference between the fair market value of Your Title, as insured, and the fair market value of Your Title subject to the matter insured against by this policy;
 - ii. Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19, or 21; or
 - iii. the Amount of Insurance then in force.
- b. Except as provided in Condition 6.c. or 6.d., the fair market value of Your Title in Condition 6.a.i. is calculated using the date You discover the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then You may, by providing Us written notice, elect to use the Date of Policy as the date for calculating the fair market value of Your Title in Condition 6.a.i.
- d. If We pursue Our rights under Conditions 4.a.iii. and 4.a.viii. and are unsuccessful in establishing Your Title, as insured:
 - i. the Amount of Insurance then in force will be increased by 15% of the Amount of Insurance shown in Schedule A; and
 - ii. You may, by providing Us written notice, elect, as an alternative to the dates set forth in Condition 6.b. or, if it applies, 6.c., to use either the date the settlement, action, proceeding, or other act described in Conditions 4.a.iii. and 4.a.viii. is concluded or the date the notice of claim required by Condition 3 is received by Us as the date for calculating the fair market value of Your Title in Condition 6.a.i.
- e. In addition to the extent of liability for loss or damage under Conditions 6.a.,
 - i. We will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 4 and 5; and
 - ii. if You are unable to use the Land because of a claim covered by this policy:
 - (a). You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (1). the cause of the claim is removed; or
 - (2). We pay You the amount required by this policy. If Your claim is covered only under Covered Risk 16, 18, 19, or 21, that payment is the Amount of Insurance then in force for the particular Covered Risk.
 - (b). We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to fifty (50) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under Condition 6.e.ii.(b). is limited to the value of the personal property before You relocate it.

7. LIMITATION OF OUR LIABILITY

- a. Other than as provided in Condition 6.e., if We remove the cause of the claim after receiving notice of the claim, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- b. We are not liable for loss or damage arising out of any litigation, including litigation by Us or with Our consent, until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title.
- c. We are not liable for loss or damage to You for liability voluntarily assumed by You in settling any claim or suit without Our prior written consent.
- d. All payments under this policy reduce the Amount of Insurance then in force, except for costs, attorneys' fees, and expenses. All payments for claims covered only under Covered Risk 16, 18, 19, or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees, and expenses.
- e. If We issue, or have issued, a policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - i. We have the right to pay any amount due to You under this policy to the owner of the Mortgage, and any amount paid will be treated as a payment to You under this policy, including under Condition 4.a.;
 - ii. any amount paid to the owner of the Mortgage will be subtracted from the Amount of Insurance then in force; and
 - iii. if Your claim is covered only under Covered Risk 16, 18, 19, or 21, any amount paid to the owner of the Mortgage will also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.
- g. We are not liable for the content of the Transaction Identification Data, if any. Condition 7.g. does not modify or limit the coverage provided under Covered Risk 31.

8. TRANSFER OF YOUR RIGHTS TO US

- a. If We settle and pay Your claim, We have all the rights and remedies You have against any person, entity, or property related to the claim. You must not do anything to affect these rights and remedies. If We ask, You must execute documents to transfer these rights and remedies to Us. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - i. to Us for the costs, attorneys' fees, and expenses We paid to enforce these rights and remedies;
 - ii. to You for Your loss that You have not already collected;
 - iii. to Us for any money We paid out under this policy on account of Your claim; and
 - iv. to You whatever is left.

- d. If You have rights and remedies under contracts (such as indemnities, guaranties, warranties, insurance policies, or bonds) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this policy.

9. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by Us is the entire policy and contract between You and Us. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be issued by electronic means authorized by law.
- b. Any claim You make against Us must be made under this policy and is subject to its terms.
- c. Any amendment of this policy must be by a written endorsement issued by Us. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
- i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

10. INCREASED AMOUNT OF INSURANCE

The Amount of Insurance then in force will increase by ten percent (10%) of the Amount of Insurance shown in Schedule A each year for the first five years following the Date of Policy shown in Schedule A, up to one hundred fifty percent (150%) of the Amount of Insurance shown in Schedule A. The increase each year will happen on the anniversary of the Date of Policy shown in Schedule A.

11. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, both You and We can still enforce the rest of this policy.

12. CHOICE OF LAW AND CHOICE OF FORUM

The State law of the State where the Land is located, or to the extent it controls, federal law, applies to this policy. A court or arbitrator must not apply conflict of law principles to determine the applicable law. Any litigation or other proceeding brought by You against Us must be filed only in a State or federal court having jurisdiction.

13. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

14. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either You or Us. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both You and Us. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 14. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 14, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 14.*
- d. We will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Stewart Title Guaranty Company SCHEDULE A - Homeowner's Policy

Owner Policy No.: O-0000073749601

Loan Policy No.: M-0000073755441

Policy Amount: \$1,275,000.00

Policy Date: February 28, 2023 at 3:17 PM

Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 21	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

1. Name of Insured:

Anthony Disciullo

2. Your interest in the Land covered by this Policy is:

fee simple

3. The land referred to in this policy is described as follows:

See Exhibit "A" Legal Description attached hereto and made a part hereof.

4. The land herein described is encumbered by the following Mortgage, and assignments:

A Mortgage from Anthony Disciullo to Cape Cod Cooperative Bank dated February 28, 2023 in the original principal amount of \$950,000.00 and recorded on February 28, 2023 at 3:17 PM in Book 35658, Page 86 in the official records of the Barnstable County Registry of Deeds.

5. Address of Property:

Street: 13 Fairmount Avenue

City: Falmouth

State: MA

Zip Code: 02540

Unit/Lot: 2

Condo/Subdiv:

This policy valid only if Schedule B is attached.

COUNTERSIGNED:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' with a horizontal stroke extending to the right.

By _____
Authorized Signatory

Policy No: O-0000073749601

Stewart Title Guaranty Company SCHEDULE B- Exceptions

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Liens for municipal real estate taxes, charges and assessments, plus unpaid water and sewer charges, if any, which become due and payable after the date of this policy.

NOTE: Exception No. 1 does not limit Covered Risks 8(d) and 27.

Special exceptions as follows

2. The annual taxes are \$6,354.97. Taxes are paid Quarterly on 8/1/22, 11/1/22, 2/1/23, 5/1/23. Next tax due date is May 1, 2023 in the amount of \$1,769.65. Parcel ID 46B07-017-002
3. Any inaccuracy in the area, square footage, or acreage of land described in Schedule. The Company does not insure the area, square footage, or acreage of the land.
4. Matters still in full force and effect as set forth on plan in Plan Book 74 Page 49.

Stewart Title Guaranty Company
EXHIBIT A – Legal Description

Policy No.: O-0000073749601

The land with the buildings thereon, situated in Falmouth, Barnstable County, Massachusetts, bounded and described as follows:

BEGINNING at a cement bound at the Northwesterly corner of Lot 57, Lookout Avenue;

THENCE Westerly by the northerly line of Lot 56 to Lot 1 on Bluff now Fairmont Avenue, fifty-four (54) feet, more or less;

THENCE Northerly by the easterly line of said Lot 1, ninety-seven (97) feet, more or less, to Fairmont Avenue;

THENCE Northeasterly by the easterly sideline of Fairmont Avenue, fifty-eight (58) feet, more or less, to Crown Avenue;

THENCE Easterly by the southerly line of Crown Avenue, fifty-four (54) feet, more or less, to the northeasterly corner of Lot 1 Crown Avenue;

THENCE Southerly by the westerly line of Lookout Avenue, twenty-seven (27) feet, more or less, to land now or formerly of Clarence L. Krauz et ux;

THENCE South 70° 36' West by said land of Krauz, fifty-four (54) feet to a cement bound;

THENCE South 18° 44' East by said Krauz land, seventy-five (75) feet to a cement bound and point of beginning.

BUILDING PERMIT



Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
508-548-7611

Permit #

2020-181

Parcel ID: 46B 07 017 002

Date: 3/31/20

Applicant: Dixon Home Improvement

Work: 774-269-3164

Location: 13 FAIRMOUNT AVE

Work Description: B Addition Alteration

R&R rotted wood posts with lally columns, pour new footings, strip footings per plan and level floors.

Contacts:

Contact Type:

Work Phone:

Dixon Home Improvement

Owner Info:

Home Phone:

Work Phone:

Cell Phone:

MAURUKAS MARGARET D

Required Inspections:

Building Inspections	Plumbing Inspections	Electrical Inspections
Sono Tubes:	Underground:	Service:
Foundation: <i>FOOTING OK GP 9.16.2020</i>	Rough:	Rough:
Sheathing:	Final:	Final:
Framing:	Gas Inspections	HVAC INSPECTIONS
Insulation:	Underground:	Rough:
Final: <i>OK GP 9.28.2020</i>	Rough:	Final:
Fire:	Final:	
Zoning Board of Appeals:	Bd of Health:	Con Comm:

Fees:

Alterations	\$242.00
Total:	\$242.00

All work shall comply with all local and state building regulations and is subject to approval.
This notice is to be displayed conspicuously at the job site.

Authorizing Signature: _____

Dixon Home Improvement
LLC
PO Box 4
Monument Beach, MA., 02553
Construction Supervisor License
CS-108556
Home Improvement Contractor
License 179522
Fully Insured



Date
January 8, 2020

To
Margaret Maurukas
13 Fairmount
Falmouth Heights, MA

We propose the following:

Drafting

Drafting of quarter scale drawings. Drawings will include the as-built and proposed renovation per the plans provided by the structural engineer. We will provide one additional revision to the plans if any additional modification is necessary according to the building department.

No Fee

Scope of Work

1. Remove and replace existing telescopic and rotted wood posts with up to (8) 3.5" Lally columns with cap plates providing full bearing for beams.
2. Hand excavate and pour new 10"x20"x20" concrete footings for each column.
3. Hand excavate 102 linear feet of 18"x10" strip footings, pour with concrete and build 2x4" walls on top of footing to underneath existing girders. 2x4" P.T. plates with concrete nails 16" on center with (1) 3'x3' access opening per wall. Structural plans call for (3) walls.
4. Double the joists around stairs above, below partitions, tubs, and kitchen and bath countertops.
5. All posts supporting girders will need temporary supports built to maintain structure while footings are poured and new posts are set. Temporary support will be provided by using "Temp A's" made of 2x4 and (2) 2x8 support beams.
6. Multiple 20-ton jacks will be used to level the floors where it is practical. Leveling may cause stress cracks to appear on walls, ceilings, tile, glass, etc. For this reason, adjustments are made in very small increments of 1/16-1/8" at a time, and may require drywall or paint to be fixed if this occurs. We take great care to do this carefully and to monitor the areas being effected. This may require we remove and replace glass cabinet doors or other such fixtures. If the possibility of any such cracks outweighs the need for leveling please specify any such concerns and we will either omit leveling throughout or in specific areas per the customer's request.

Labor: \$75 per man hour @ 270 hours = \$20,250

Materials: \$6,750

7. Remove and replace existing footings on the outside corner located below the living room main window.
(3-5) 12" Footings below the frost line as needed
(2) PT Rim joists
(3-5) 6x6" PT posts
Leveling where possible

\$3000

Initial ____

Additional Billings

- Permitting: All required permitting is the responsibility of the contractor.
 - o Permit fees are town specific, and based on project cost.

\$250

- Dump Trailer disposal billed at \$175 per half ton for construction debris.
- Dump Trailer disposal billed at \$50 per half ton for landscape debris.

TBD

Initial ____

Tel: 774.269.3164

Email: jdixon@dixonhomeimprovement.com

Web: www.dixonhomeimprovement.com

MICHELE CUDILO, P.E.
Consulting Structural Engineer

123 Cottonwood Ln., Centerville, Massachusetts 02632-1979 • (508) 737-8521 • mcudilo@comcast.net

M. MAURUKAS
64 E. Brookline ST. #7
Boston, MA 02118

December 12, 2019

RE: **STRUCTURAL REVIEW**
Residence REPAIRS
FALMOUTH, MA

PROFESSIONAL SERVICES RENDERED

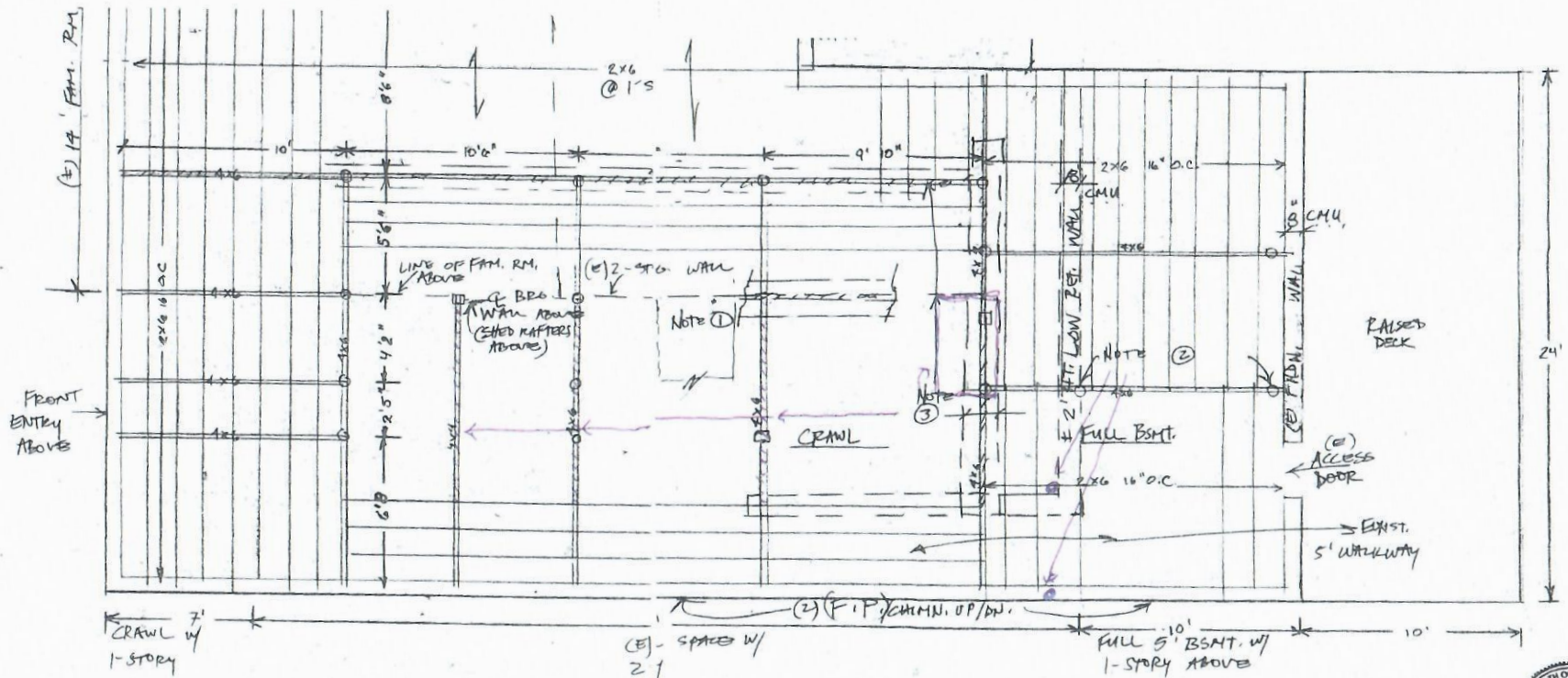
Site Review (1): project status w/client, re: as-built conditions for planned construction;
Coordination w/ structural systems;
Draft NOTES;
Engineering analysis and calculations;
Engineering drawing of repairs, REVIEWED W/ S. BUCKLEY;
Structural dwg's, backchecked, stamped;

TOTAL DUE = \$820

Less retainer = - \$320

BALANCE DUE = \$500

Thank you in advance.
/2019-389



INSPECTOR'S COPY

NOTES:

1. ~~REMOVE~~ JST. ALL AROUND STAIR ABOVE, BELOW PARTN'S, TO JUNCTIONS, ETC.
2. REMOVE/REPLACE (E) TELESCOPIC, & ROTTED WOOD P W/ 3 1/2" DIA. LALLY - V.I.F. (E) P.T.C. MIN. 2' x 2' x 10"
3. ADD STEEL FOOTINGS @ (E) MULTI-POST DM'S, 18" W THK. W/ NEW 2x4 BRG. WALL, CONC. NAILS @ P.T. RATE. PROVIDE (1) 3' ACCESS OPENING @ (E) 4x6 GOOD CONS. TO PROVIDE LEVEL BRG., AS PRACTICABLE. JACK TO LEVEL (±) & CLOSE FRAMING GAPS W/ PERLOK SKEWS MIN. (2) PER CONTACT.

DRAWINGS REVIEWED BY
FALMOUTH BUILDING DEPARTMENT
CONSTRUCTION SUBJECT TO MA
BUILDING CODE COMPLIANCE
ONE SET OF STAMPED PLANS SHALL
BE KEPT AT THE BUILDING SITE
3-21-2



Michele Cuddebo
12/4/19

MARGARET MAURKAS	
SCALE: 1/4" = 1 FOOT	APPROVED BY:
DATE: 12/3/19	DRAWN BY:
13 FAIRMOUNT FALMOUTH HEIGHTS MA	
REVISD	



YTD Booked Income

Date	Net
1/15/2024 - 5/2024	\$11,200
5/24/2024	\$1,138
6/7/2024	\$870
6/11/2024	\$1,590
6/14/2024	\$2,439
6/18/2024	\$1,120
6/21/2024	\$1,000
6/23/2024	\$6,500
7/14/2024	\$9,000
7/21/2024	\$7,850
7/28/2024	\$7,500
8/4/2024	\$8,000
8/11/2024	\$5,270
8/18/2024	\$7,500
8/25/2024	\$6,000
9/5/2024	\$2,367
9/9/2024	\$2,366
9/19/2024	\$1,536
10/5/2024	\$3,600

A Brief History of Falmouth Heights



*Observatory Crown Circle
Circa 1880*



Summer residents and visitors have fond memories of the Tower House Hotel, Oak Crest Inn, Terrace Gables, the Cottage Club and Casino, Lawrence's Sandwich Depot, and the Vineyard Sound House. Several of these landmark buildings survived until quite recently.

Although the original developers disbanded over 100 years ago, their vision for Falmouth Heights remains. Many original buildings, the 1870's streetscape and park system, and the beautiful location and ocean views give evidence of the foresight of the original planners.

Falmouth Harbor

What is known today as Falmouth inner harbor was, prior to 1906, called Deacon's Pond. Joseph Davis, deacon of Falmouth's Congregational Church, owned extensive land along the shore of the pond—thus the name, Deacon's Pond. This landlocked body of fresh water was separated from the ocean by a causeway of land that connected Falmouth Heights to Belvidere Plains. Clinton Ave. crossed this causeway and it was the primary access route to the Heights from town, with horse stables for the cottages and hotels located on the Falmouth Heights side of the pond.

As Falmouth grew as a summer resort, the need for a good harbor became apparent. After much consideration, Deacon's Pond was chosen. The town would have to approve a contribution of \$10,000 and the state would supply \$25,000. In 1907 town meeting approved the necessary funds and construction began. George Washington Goethals, who later worked on the Panama Canal, was hired as consultant. On September 12, 1908 the first boat entered Falmouth's new harbor.

A Brief History of Falmouth Heights

Before 1870, Falmouth Heights was known simply as Great Hill. Being the highest point of land along Vineyard Sound, its landmark bluff rose high above the ocean shoreline.

Local tradition holds that the first summer resident of Falmouth was Awashonks, Queen of the Narragansett Native Americans, who regularly summered at the Heights in the 1600's. Queen Awashonks would encamp at Falmouth Heights each summer during her annual visit to Cape Cod. She is said to have chosen this location because of the beautiful view and cool summer breezes. It was also midway between her subjects on the mainland and Martha's Vineyard.

In the late 18th century, Dr. Francis Wicks, a Falmouth physician and early advocate of small pox vaccination maintained a small pox hospital in the area. He felt that the then isolated location was best for his work. The Tower House Hotel was later built on this site. Other activities on Great Hill included the salt works, which was an early Cape Cod industry. Using windmills, ocean water was pumped into wooden containers on land. The water would evaporate in the sun and the remaining salt was collected and sold. In the event of rain, movable roofs would cover the containers.

Around 1870, a group of Worcester businessmen spotted the Great Hill bluff while returning from a trip to Martha's Vineyard where the men hoped to find land to buy and develop. Investigating further, they decided that Great Hill would be an ideal investment. Incorporating themselves as the Falmouth Heights Land and Wharf Company they purchased the one hundred acres around the hill and renamed it Falmouth Heights. Their goal was to create a first-class summer resort community complete with hotels, cottages, chapel, observatory, stores, and transportation services. Eldridge Boyden, a Worcester resident, was hired as architect and master planner. Boyden filed his first plan for the area on January 1, 1871. His plan shows several hundred small house lots, most of them 50 x 75 feet, placed around numerous parks and open spaces. This plan is essentially the streetscape seen in Falmouth Heights today. Among the street names given were Worcester Park Ave, Wachusett Ave, Quinapoxet Ave and Quisigamond Ave. These were place-names in Worcester at that time and reflect the early Worcester connection of the developers and residents. The first structures built were the Tower Hotel, fourteen cottages and an observatory sited on the summit of the hill. Since there was no harbor at the time, the lumber for construction, two story timber cut in Maine, was transported by schooner to Vineyard Sound and rafted ashore. The buildings were designed to reflect the then current architectural taste of Carpenter Gothic, which is also referred to as Gingerbread. This style features curved or pointed doors and windows, fanciful trim around the windows, doors, railings, and eaves and open porches and balconies.

The new resort was off to a good start. Many early homeowners and visitors were from Worcester since the developers advertised heavily in that area. Many lots were sold, houses built, three more hotels opened, and numerous visitors enjoyed the beautiful community. Although the Land and Wharf Company dissolved in 1880, development and visitor interest remained strong. At the beginning of the 20th century Falmouth Heights became *the* place to vacation. President Kennedy's grandfather, Boston mayor John F. Fitzgerald and his family spent several summers in Falmouth Heights.

By 1901, Mrs. Elvira Goodwin held title to most of the parkland and open space. Wanting to ensure that these beautiful spaces remained undeveloped, she sold them to the town for \$1.00 with the stipulation that they remain as first intended—for the enjoyment and pleasure of the residents of Falmouth Heights.

The Falmouth Heights – Maravista Improvement Association

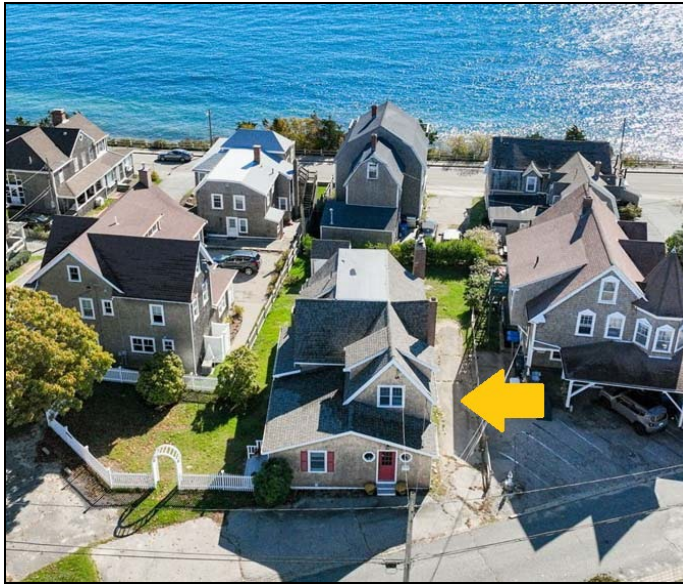
The Falmouth Heights Improvement Association first met in the summer of 1889 at the Cottage Club—later called the Casino. The association was responsible for the construction of a boardwalk that extended the entire length of the waterfront, the installation of street lights, park benches, stairs to the beach and the purchase and maintenance of a water cart to wet down the dusty streets. The association was reorganized in 1945 “for the mutual benefit of the residents of Falmouth Heights, a section of the Town of Falmouth, seasonal or permanent, and the promotion of the general welfare of the community.” In early 1956, because of the interest of many residents of Maravista, the association was expanded to include that area and it became known as the *Falmouth Heights–Maravista Improvement Association*. Over the years, the association has actively supported public safety issues such as parking and traffic control efforts, efficient police and fire protection, control of group rentals, and noise and litter pollution. The association has more recently worked with the developers of the just completed Casino-Wharf complex. A major association accomplishment, that has undoubtedly greatly impacted the quality of life in the Heights, was the elimination of nightclub operations in the former Terrace Gables building and the subsequent construction of residential units at the site. The then FHMA president Robert T. Smith worked tirelessly during this difficult time in the Heights history. In his memory, a scholarship in his name is sponsored by the association and given annually to a graduating senior at Falmouth High School.

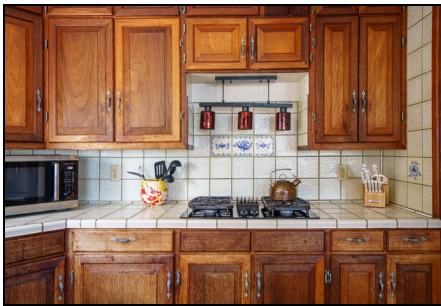
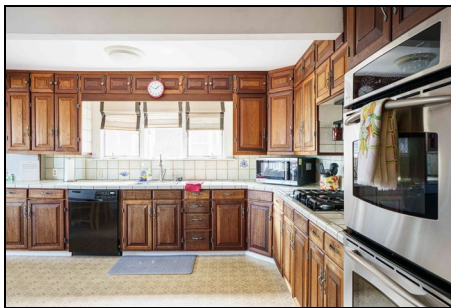
*For further information, please contact us at
FHMA P.O. Box 43, Falmouth (Cape Cod) MA 02541*

Created and produced by the Falmouth Heights Maravista Improvement Association

PHOTO GALLERY

13 FAIRMOUNT AVE., FALMOUTH, MA

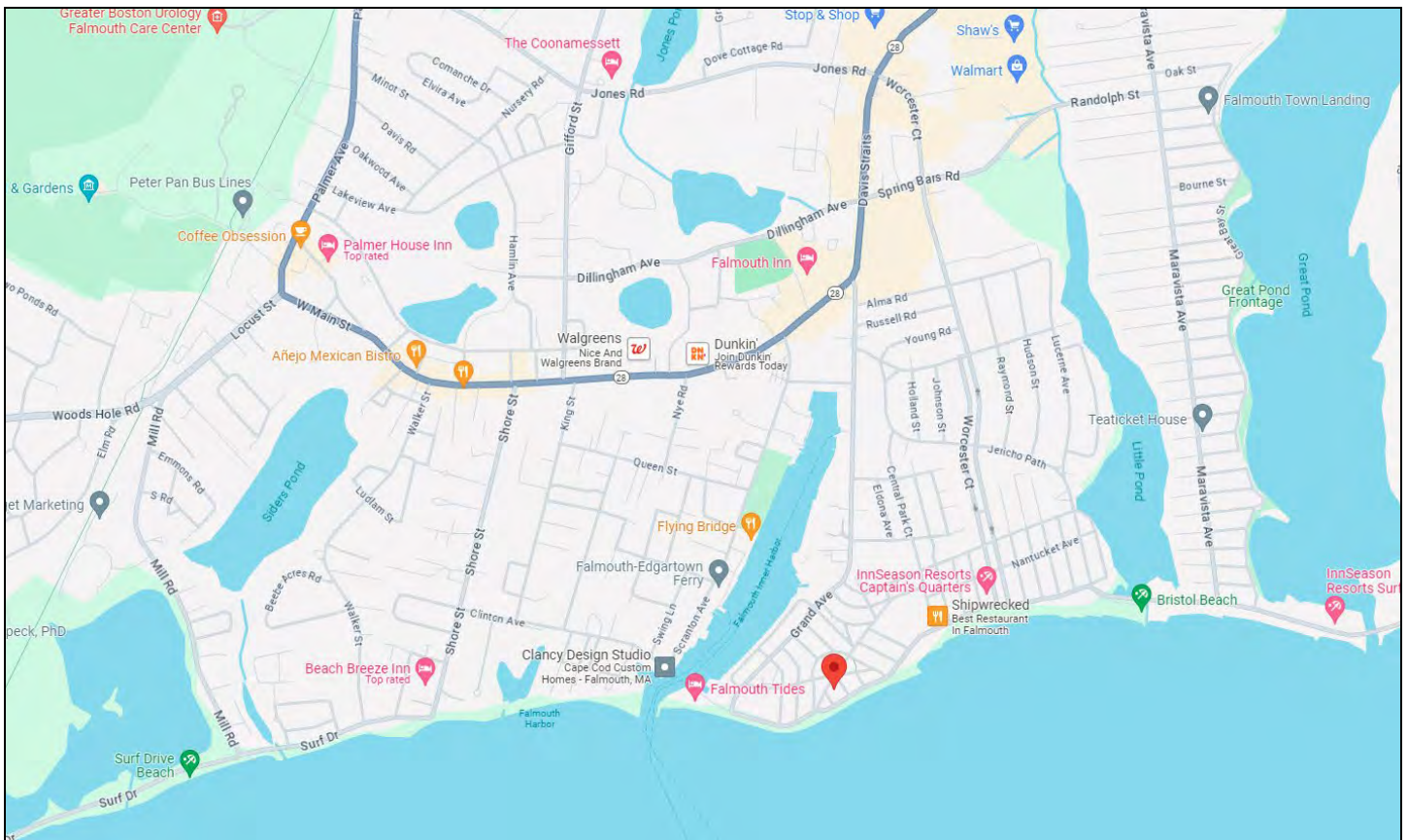


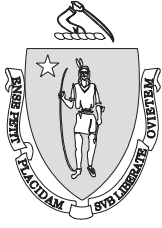




MAP

13 FAIRMOUNT AVE., FALMOUTH, MA





The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

**NOTIFICATION PACKAGE WILL BE SUPPLIED
TO THE AUCTION BUYER OF THIS PROPERTY**



**THANK YOU FOR REVIEWING THE ENTIRE
PROPERTY INFORMATION PACKAGE. WE
LOOK FORWARD TO SEEING YOU AT THE
AUCTION. IF YOU HAVE ANY QUESTIONS
PLEASE DON'T HESITATE TO CONTACT US.**



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