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HARBORSIDE CONDOMINIUM TRUST
Grant of Limited Common Area
With Conditions and Modification Agreement
Unit B-10

This Grant of Limited Common Area With Conditions and Modification Agreement (hereinafter the "Agreement") made this 25th day of July, 2011 by and between Donald E. Nowland, Trustee and Warren K. Henriks, Trustee, being a majority of the Trustees of the Harborside Condominium Trust (the "Trustees"), under Declaration of Trust filed with the Essex County (S.D.) Registry District of the Land Court (the "Registry") as Document No. 191063 and noted on Master Certificate of Title No. C23, as amended (the "Trust"), and Deanne Siddall, owner of Unit B10 in the said Harborside Condominium by deed recorded in said Registry as Document No ~~504366~~ and noted on Certificate of Title No. C23-62 (the "Unit").

WITNESSETH:

1. That the said Trustees of the Harborside Condominium Trust ("Grantor"), having first received the consents hereto from all owners and first mortgagees of units shown on the recorded condominium plans as immediately adjoining the proposed Modifications as described herein, as well as 51% of the number of all mortgagees holding first mortgages on units within the condominium who have given notice of their desire to be notified hereof, if any, and in consideration of a sum of less than \$100.00, of which receipt is hereby acknowledged, and in further consideration of the stipulations, conditions, terms and covenants contained herein pursuant to Massachusetts General Laws Chapter 183A section 5(b)(2)(ii), do hereby GRANT unto Deanne Siddall and her successors in title ("Grantee") as an appurtenance to Unit B10, the exclusive right to use the Limited Common Area as shown on the sketch attached hereto and made a part hereof as Exhibit "A" and hereby authorize Grantee full authority to make certain modifications within or to the common areas and facilities of the Harborside Condominium (the "Condominium") relating specifically to the enlargement of the deck appurtenant to Unit B10 (the "Modifications"). The plan and specifications for the approved renovations are attached hereto and made a part hereof as Exhibits "A" and "B", respectively.

2. This Grant and Authorization is subject to the following conditions:
3. This Agreement shall be binding on all successors in interest to the subject Unit.
4. The Grantee agrees to undertake any and all work with respect to the approved Modifications, which shall be done: by and at the sole and separate expense and responsibility of the Grantee; in a good and workmanlike manner using first class materials free from defects, in a fashion that will not impair the structural or architectural integrity of any part of the Units, Building or any other part of the Condominium premises, or interfere with the use or enjoyment of any of the other Units or the common elements and facilities by others entitled thereto;
 - a. pursuant to all applicable laws and regulations of governmental bodies having jurisdiction thereof, including without limitation, zoning, building, health, environmental, sanitation and fire protection laws and regulations, and pursuant to a building permit therefor. The Grantee shall be responsible for all costs to obtain same and shall submit evidence of compliance to the Governors.
 - b. with insurance in kinds and amounts satisfactory to the Grantor and naming the Grantor and its managing agent as additional named insureds. Evidence of insurance satisfactory to the Trustees shall be provided to the Trustees prior to the commencement of any work. The evidence of insurance shall specify that such policy may not be canceled without at least 30 days prior written notice to the Trustees.
5. The Grantee shall indemnify and hold the Trustees, their managing agent and the unit owners of the Condominium harmless from and against any and all damage, injury, loss, cost, expense (including, without limitation, reasonable attorneys' fees) and liability incurred or suffered by any of said unit owners and/or the Trustees in connection with this Grant or in connection with the Modifications including, without limitation, the location, inspection, maintenance, repair and removal of the Modifications, and/or the exercise of any of the rights granted hereby or related to any action brought by any party against the Trustees, managing agent or the condominium association relating in any way to or arising in connection with the Grant and Modifications including any claims relating to the validity of the Grant and the consent of all appropriate parties.
6. If the Grantee defaults in the performance of his/her repair and/or maintenance and/or other obligations contained herein and shall not cure such default within ten (10) days (or sooner if necessary in the discretion of the Trustees to protect the Condominium or any Unit therein, or to prevent injury or damage to persons or property or to make full use of the Condominium after delivery of written notice thereof), the Trustees shall have the right, but not the obligation, to perform such obligations, in which event such Grantee shall pay to the Trustees, on demand, all costs, including reasonable attorneys' fees, incurred in connection therewith and said amounts shall be a lien against the Unit and shall be a personal liability of the unit owner.

7. The Trustees in their discretion, may upon thirty (30) days written notice to Grantee, with cause, revoke this Agreement and the Grant made herein. Such notice shall be delivered via first class mail and certified, return receipt mail. Upon revocation, the Grantee or his successors and assigns shall be responsible for restoring the premises to the condition they were in prior to the renovations being made. Such restoration shall be completed in good and workmanlike manner, satisfactory to the Governors, within sixty (60) days of the revocation.
8. The Grantee is taking this Grant to the extent of the interest of the Grantor in said premises, if any, with the benefit of, and subject to, the provisions of chapter 183A of the General Laws of Massachusetts relating to Condominiums, as that Statute is written as of the date hereof and as it may in the future be amended.
9. The Trustees shall have the right to impose additional conditions relating to the Modifications including, but not limited to, conditions relating to removal of debris, hours when work may be performed and a timetable for completion of the renovations and the Grantee agrees to abide by the Additional Terms and Conditions attached hereto and made a part hereof as Exhibit C.
10. Grantee agrees that she/he/they and their heirs, successors and assigns, including but not limited to, subsequent owners shall be solely responsible for the cost to maintain, repair and replace said renovations.
11. All contractors performing work shall be approved by the Trustees and insured to the Trustees' satisfaction and shall be properly licensed pursuant to Massachusetts law.
12. If legal action is required to enforce this Agreement, then the owner(s) of Unit B10 shall be responsible for all costs, expenses, and reasonable attorneys' fees incurred by the Trustees.
13. This Grant shall become effective thirty days following the recording of this Agreement.
14. The Grantee shall be exclusively responsible to pay for all legal fees and costs related to this grant.
15. The parties hereby certify that they have complied with all requirements of M.G.L. Chapter 183A section 5(b)(ii).

EXECUTED under seal this 25th day of July, 2011.

MAJORITY OF THE TRUSTEES
OF THE HARBORSIDE
CONDOMINIUM TRUST,
AND NOT INDIVIDUALLY,
PURSUANT TO THEIR POWERS
UNDER M.G.L. CHAPTER 183A
SECTION 5(b)(2)(ii)

Donald E. Nowland
DONALD E. NOWLAND, Trustee

Warren K. Henriks
WARREN K. HENRIKS, Trustee

_____, Trustee

_____, Trustee

GRANTEE/UNIT OWNER(S):

Deanne W. Siddall
DEANNE SIDDALL

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 25th day of July, 2010, before me, the undersigned notary public,
personally appeared the above-named, Donald E. Nowland, Trustee and
Warren K. Henriks, Trustee, proved to me by satisfactory evidence of
identification, being: drivers License, to be the persons whose
names are signed above, and each acknowledged the foregoing to be signed by him/her
voluntarily for its stated purpose as Trustees of the Harborside Condominium Trust.

Patricia G. Lausier

Notary Public,

My commission expires: 3/5/15

Print Name: PATRICIA G-LAUSIER

Qualified in the Commonwealth of
Massachusetts

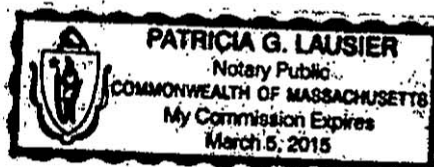


EXHIBIT A

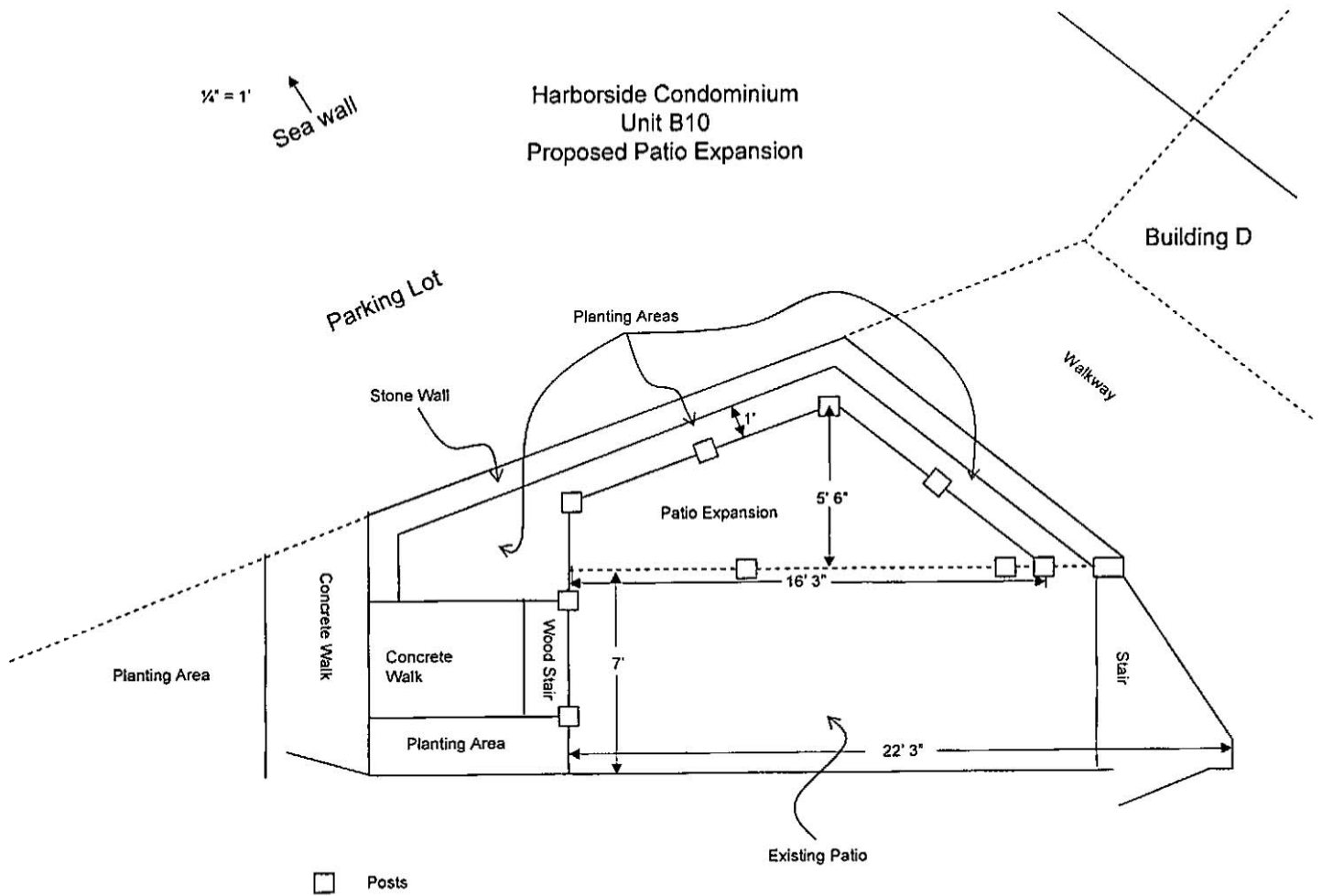


Exhibit B
Harborside Condominium
Unit B10
Proposed Patio Expansion
Specifications and Statement of Work

1. Remove Plantings
2. Remove and dispose of existing decking and structure
3. Dig holes and pour new concrete footings to code
4. Frame the patio with pressure treated wood, and install new pressure treated posts at locations specified on plans
5. Install decking, using TimberTech XLM Grooved Plank system, RiverRock style.
6. Install new cedar trim at posts and around rim of patio to cover framing.
7. Build and install new railing to match existing
8. Paint railing and trim around deck, including prime, caulk, fill nail holes, two coats of exterior paint.

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. No work may be commenced prior to the receipt by the Trustee of all applicable building permits and insurance policies and until 30 days after the Agreement is filed with the Essex County (S.D.) Registry District of the Land Court. And, no work may be commenced prior to the Grantee's receipt of the Trustees' written approval of the proposed specifications for the Modifications.
2. No work which requires any building system (e.g. water or heat) to be shut down may be done without the prior approval of the Trustees. Notice of intention to perform such work must be given to the Trustees at least 48 hours before the anticipated time for the commencement of such work. (The Trustees will attempt to accommodate all reasonable requests but may not always be able to do so.)
3. All construction debris must be removed promptly from the Building. It may not be stored nor disposed of within the common areas. Building rubbish dumpsters may not be used for the transport or disposal of construction debris.
4. Any debris in the common areas resulting from the work must be cleaned up immediately.
5. Work which will create such noise as to disturb other residents will be carried on only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturdays, and not at all on Sundays.
6. Damage to the common areas or the Building arising from such work must be repaired promptly and to the satisfaction of the Trustees. If not, the Trustee will have the necessary repairs made and will charge 110% of the direct cost of such repairs to the responsible unit owner.
7. For violation of this Agreement, the Trustees may take such action as they deem appropriate, which may include, without limitation, the following:
 - a. levying fines and assessing all costs and reasonable attorneys' fees incurred on responsible unit owners.
 - b. prohibiting contractors who violate these rules and regulations from performing further work in the Condominium.

8. Any work which may affect the structure or the electrical or mechanical systems of the Building must be approved by the Trustees before commencement of the work.
9. The Grantee acknowledges that the Modification is located within a residential condominium community and that no unreasonable noise or vibration that interferes with the use and enjoyment of any residential or commercial condominium units is acceptable.
10. The Trustees may cause the Grantee to make any and all modifications that the Trustees, in their sole discretion, deem reasonable or appropriate so as to conform with the rest of the Condominium. If the Modifications are not complete within 30 days of written notice, the Trustees shall be entitled to have the work performed for the account of the Grantee. The reasonable cost of such work shall constitute a lien upon such Unit and the unit owner shall be personally liable therefore.
11. If, at any time, the Grantee (or the Trustees, in order to repair) removes any or all of the Modifications, the Grantee shall promptly repair in a workmanlike manner any damage resulting from such removal and shall do whatever is necessary so as to leave the common areas undefaced in appearance and not in any state of depreciation as a result of such removal.
12. The Grantee shall be responsible for the proper maintenance, repair, and replacement of the Modifications at the Grantee's sole cost and expense.

Document: 541692

EMN1

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
RECEIVED FOR REGISTRATION

On: 7/27/2011 11:38 AM

Noted on Cert: 0023 000
Noted on Cert: 0023 062