

#191062

MASTER DEED

This MASTER DEED OF HARBORSIDE CONDOMINIUM made this

19th day of October 1983

WITNESSETH THAT:

Edward T. Moore, Trustee and J. Alan Chew, Trustee of Harborside Realty Trust under a Declaration of Trust dated September 20, 1977 and recorded at Essex South District Registry of Deeds in Land Court Certificate # 47287 as amended, (hereinafter, including their successors and assigns, referred to as the "Declarant"), being the sole owner of certain premises (hereinafter referred to as the "Premises") in Marblehead, Essex County and Commonwealth of Massachusetts, as more fully described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this MASTER DEED, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts as amended and proposes to create a Condominium to be governed by and subject to the provisions of said Chapter 183A as amended, and to that end said Declarant hereby declares and provides as follows:

1. Name of Condominium

The Condominium shall be known as HARBORSIDE CONDOMINIUM (hereinafter called the "Condominium"). The organization through which the owners of the Condominium Units (hereinafter called the "Unit" or "Units") shall manage and regulate the Condominium established hereby is Harborside Condominium Trust (the "Trust"), created by written Declaration of Trust (the "Declaration") of even date, to be recorded herewith. The Trustees thereunder are hereinafter referred to as the "Condominium Trustees". The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in General Laws, Chapter 183A, Section 8. Said By-Laws and said Rules and Regulations are also recorded herewith and are incorporated herein by reference.

2. Description of Buildings

The Condominium consists of four (4) buildings; Building A being two (2) stories in height and containing four (4) Units, Building B being three (3) stories in height and containing nine (9) Units, Building C being three (3) stories in height and containing eight (8) Units, Building D being three (3) stories in height and containing six (6) Units, a total of 27 Units, located on the premises described in Exhibit A.

The plan of land entitled, "Plan of Land, Marblehead, Massachusetts, Scale 1"=20', March 25, 1981, Carter & Towers Engineering Corporation, Swampscott, Massachusetts, Land Court Plan No. 13343A Certificate No. 8260" to be recorded herewith (hereinafter referred to as the "Site Plan") shows the location of the clusters and buildings and improvements thereon. The buildings in the Condominium are constructed principally of stone and concrete foundations, wood frame structures, wood clapboard, wood shingle, and glass exteriors and tar and gravel or rolled asphalt roofs.

3. Description of the Units

The designation of each Unit in the Condominium, a statement of its location, approximate area, number of rooms and immediate common area to which it has access, as built, are set forth in Exhibit B attached hereto and made a part hereof. The location and layout of each Unit in the Condominium, the location of the rooms therein and other descriptive specifications thereof are shown on a plan entitled "Plan of Harborside Condominiums Marblehead, Massachusetts, Dated November 3, 1979," Carter & Towers Engineering Corporation, Swampscott, Massachusetts, consisting of two (2) sheets so entitled and designated "Plan of ~~the~~ ^{HARBORSIDE} Condominiums" to be recorded herewith (hereinafter called the "Building Plans").

The boundaries of the Units with respect to the floors, ceilings, and walls, doors and windows thereof are as follows:

- A. Floors: The upper surface of the floor joists of all the Units except Unit B-9 in which the boundary is the upper surface of the cement floor.
- B. Ceilings: The plane of the lower surface of the ceiling joists and the plane of the lower surface of the roof rafters, where applicable.
- C. Interior Building Walls: The plane of the surface facing such Unit of the wall studs.
- D. Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof and of the door frames, including storm doors; and as to windows, including any storm windows, the exterior surface of the glass and of the window frames.

4. Description of the Common Areas and Facilities:

The common areas and facilities of the Condominium comprise and consist of those items herein set forth and set forth under the definition of common areas and facilities of General Laws Chapter 183A, Section 1 as from time to time amended, except as hereinafter set forth, and shall include:

(a) said land described in Exhibit A annexed hereto, subject to the reservations and encumbrances therein and hereinafter set forth;

(b) the foundations, structural columns, chases, girders, beams, vents, chimneys, supports, party walls, common walls, main walls, corridors, lobbies, halls, roofs, stairs and stairways not located entirely within one Unit, entrances and exits of the buildings, and boiler and laundry areas, if any, located in the buildings;

(c) all conduits, ducts, pipes, plumbing wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained;

(d) the meters and the sillcocks serving common areas and facilities;

(e) the yards, lawns, gardens, roadways, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures, trees and plants;

(f) the storage areas located in the basement of Building A and the first floor level of Building B and Building C, as shown on said Building Plan;

(g) the outdoor parking spaces, subject to the right of the Owner of each Unit to an easement for the exclusive use of the number of parking spaces set forth in Exhibit B of this Master Deed, the exact location of which may be designated by the Condominium Trustees from time to time.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in such percentage as is in the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

The percentage interest of each Unit in the Condominium is shown on Exhibit **B** attached hereto and made a part hereof.

Said common areas and facilities shall be subject to the provisions of the Trust and its By-Laws as from time to time amended and to Rules and Regulations from time to time promulgated pursuant thereto with respect to the use and maintenance thereof.

5. Floor Plans.

The Floor Plans of the buildings and Units showing the layout, location, unit numbers, and dimensions of the Units and bearing the verified statement of a Registered Land Surveyor that said plans fully and accurately depict the same as built, are as shown on the Building Plans to be recorded herewith.

6. Encroachments.

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the common areas and facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repairs or restoration of a Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand(s).

7. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Areas and Facilities located inside of Units:

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, and elements of the common areas and facilities located in

any of the other Units but serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits and elements of the common areas and facilities located in such Unit but serving such other Units. The Condominium Trustees or anyone authorized by said Trustees, shall have the right of access to each Unit in order to inspect the same, or to maintain, repair or replace any of the common areas and facilities contained therein or elsewhere in the buildings or to remove any violation of any agreement or instrument affecting the Premises.

8. Use

The purpose for which the Buildings and the Condominium Units and other facilities are intended to be used are as follows:

(a) Each of the Units is intended to be occupied for residence purposes only by not more than four unrelated persons without the written consent of the Condominium Trustees, subject to the restrictions set forth in the following Paragraph 9, provided, however, that any such Units remaining unsold may be used by the Declarant hereof for other purposes temporarily pursuant to provisions of, and subject to the limitations set forth in the following Section 8 (c); and provided however, that one such Unit as designated from time to time by the Condominium Trustees may be used by the Condominium Trust for the purpose of an office at which to carry on the affairs and business of the Condominium.

(b) The outdoor parking spaces are intended to be used for the parking of duly registered private passenger automobiles of occupants of Units in the Condominium, and not for boats, trucks, or other vehicles or items except with the prior written permission of the Condominium Trustees. Such permission, if given, may be revoked at any time by the Condominium Trustees.

(c) As provided in the foregoing Section 8(a), and notwithstanding the provisions of the following Paragraph 9, the Declarant hereof may, until all of said Units have been sold by the Declarant, (a) let or lease Units which have not been sold by the Declarant; and (b) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing

of Units, or as a sales office.

9. Restrictions on Use

Said Units shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Condominium Trustees pursuant to provisions of the By-Laws thereof, or unless expressly permitted by the preceding Section 8(a), (a) no such Unit shall be occupied for other than residence purposes nor by more than four unrelated persons, (b) no business activities of any nature shall be conducted in any such Unit, except that a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, clergyman, or insurance agent, residing in any such Unit, may maintain therein an office for his or her personal professional use, but not more than one employee or person other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients, customers, or patients; (c) the architectural integrity of the buildings and Units shall be preserved without modification, and to that end, unless the prior written consent of the Condominium Trustees shall have been obtained, no yard enclosure, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; (d) all maintenance and use by Unit Owners of yards, platforms, steps, gangways and floats, parking spaces, lights, and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modifications; (e) all

maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by the Unit Owners; and (f) the following conditions and restrictions shall apply to the tenancing, renting, or leasing of Units:

- (1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
- (2) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;
- (3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, the Condominium Trust, and its By-Laws, Rules and Regulations, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said By-Laws, Rules and Regulations shall be a default under said lease, license, or tenancy arrangement.
- (4) The provisions of the within sub-paragraph (f) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

Said restrictions shall be for the benefit of the Owners of all the Condominium Units and, as the persons in charge of the common areas and facilities shall be enforceable solely by the Condominium Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph except such as occur during his or her ownership thereof.

10. Amendment of Master Deed

This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to sixty-seven (67%) percent of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by the Condominium Trustees; and (c) duly recorded with Middlesex South District Registry of Deeds, PROVIDED HOWEVER, that:

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same shall have been signed by the Owners of the Unit so altered.

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled or shall become entitled pursuant to the provisions of Paragraph 4 hereof in the common areas and facilities shall be of any force or effect unless the same shall have been signed by the Owners of all the Units and said instrument is therein designated as an Amended Master Deed.

(d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or other recognized lending institution shall be of any force or effect unless the same shall have been assented to by the holder of such first mortgage, and

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said General Laws, Chapter 183A as from time to time amended, shall be of any force or effect.

11. Unit Owners Organization

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is **HARBORSIDE**

CONDOMINIUM TRUST under a Declaration of Trust, of even date, to be recorded herewith. Said Declaration of Trust established a Trust of which all Unit Owners shall be beneficiaries and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are or may become entitled hereunder.

The names and addresses of the original and present Trustees thereof are as follows:

J. Alan Chew and Edward T. Moore
2 Catherine Lane
Marblehead, MA 01945

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

12. Governing Law

The Units and the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said General Laws, Chapter 183A as from time to time amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of HARBORSIDE CONDOMINIUM TRUST and the By-Laws and Rules and Regulations set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

13. The DECLARANTS (except as may be modified hereinbelow) shall have a right of first refusal (hereinafter called "the right of first refusal") with respect to all sales of Condominium Units (except the initial sale thereof by the Declarants), and to that end no Owner of any Unit shall sell or convey the same to any person other than a spouse or child of such Owner unless;

- (1) said Owner shall have received a bona fide offer to purchase the same;
- (2) said Owner shall have given the DECLARANTS written notice stating the name and address of the offeror and the terms and conditions of said offer and the encumbrances subject to which the Unit is to be conveyed, and containing an offer by said Unit Owner to sell said Unit to the DECLARANTS on the same terms and conditions as said bona fide offer; and (3) said DECLARANTS shall not within thirty (30) days after the giving of such notice have given said Owner written notice of the election of said DECLARANTS to purchase said Unit in accordance with said offer. In the event that said DECLARANTS shall so elect to purchase, a deed shall be delivered and the consideration paid at Essex South District Registry of Deeds at 11 o'clock a.m. in the thirtieth day after the date of the giving of such notice of election to purchase. In the event that said Declarants shall not so elect to purchase, then said Owner shall be free thereafter to sell and convey said Unit to the offeror named in said Owner's notice at a price not lower than that specified therein but said Owner shall not sell or convey said Unit to any other person or at any lower price without again offering the same to said DECLARANTS. The provisions of this paragraph shall not be construed to apply to bona fide mortgages of any Unit or to sale or other proceedings for the foreclosure thereof. For purposes of this Paragraph 12, a lease or tenancy or occupancy agreement for a term of more than five (5) years shall be deemed to be a sale, and said DECLARANTS shall have a right of first refusal with respect to any such lease, tenancy or occupancy, exercisable in the manner aforesaid insofar as applicable. The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units because of race, creed, national origin, or sex. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof. The

holder (s) from time to time of the right of first refusal may in any particular instance(s) waive the requirements of this Paragraph. The Declarants may assign the right of first refusal referred to hereinabove to the Trustees of Harborside Condominium Trust and upon such assignment said right of first refusal shall vest in said Trustees, The right of first refusal shall in any case vest in the Condominium Trustees and become exercisable by them, forty (40) years from the date of the Condominium Trust Agreement if not so assigned earlier as provided hereinabove.

14. Provisions Regarding Mortgages

The following provisions shall apply to mortgages of one or more Condominium Units:

(a) Any right of first refusal shall not impair the rights of first mortgage to:

- (i) foreclosure or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by the mortgagor; or
- (iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in Paragraph (i) and/or (ii) above;

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal with respect to taking such title.

(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

(d) Unless all of the first mortgagees (based upon one vote for each first mortgage owned) holding mortgages on the individual Units at the Condominium shall have given their prior written approval, neither the Unit Owners nor the Condominium Trustees shall be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium project, except in the event of substantial loss to the Units and/or common areas and facilities by fire or other casualty or except in the case of a taking by condemnation or eminent domain;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the common areas and facilities;

- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium project and the exercise of other actions with respect to granting special rights of use or easements to Common Areas and Facilities provided for herein or in the Condominium Trust shall not be deemed a transfer within the meaning of this clause;
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities of the Condominium;
- (vi) take any action or make any decision to terminate professional management (if any) and assume self-management of the Condominium.

(e) All taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(f) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common areas and Facilities of the Condominium:

(g) A first mortgagee, upon written request to the Condominium Trustees, will be entitled to:

(i) written notification from the Condominium

Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust during normal business hours;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Condominium Trustees of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage, or of any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium.

(h) No agreement for professional management of the Condominium or any other contract with the Trust may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days, or less, written notice.

It is intended that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

15. Meaning of Terms

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A, as from time to time amended, shall have the same meaning herein as set forth in said Section 1.

16. Conflicts

This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A, as from time to time amended. In the event any of the provisions of this Master Deed, as from time to time amended, are inconsistent with said Chapter 183A, as from time to time amended, the provisions of said Chapter 183A, as from time to time amended, shall control and the repugnant provisions of this Master Deed, as from time to time amended, shall be deemed modified so as to comply with said Chapter 183A, as from time to time amended.

17. Invalidity

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

18. Waiver

No provision contained in this Master Deed, as from time to time amended, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed, as from time to time amended, nor the intent of any provision thereof.

EXECUTED as a sealed instrument this 19th day of October, 1981.

HARBORSIDE REALTY TRUST

By J. Alan Chew Trustee

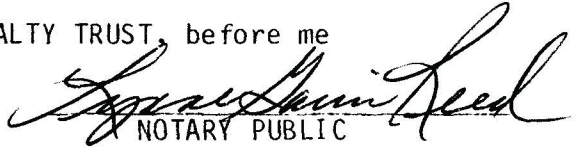
By Edward T. Moore Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 19, 1983

Then personally appeared the above-named J. Alan Chew and Edward T. Moore, Trustees as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of HARBORSIDE REALTY TRUST, before me


NOTARY PUBLIC

My commission expires December 3, 1987

UNIT DESCRIPTION	LOCATION	APPROXIMATE AREA (square feet)	NUMBER OF ROOMS	IMMEDIATE Common Area to which Unit has ACCESS	NUMBER OF PARKING SPACES	PERCENTAGE UNDIVIDED INTEREST
A-1	Building A	860	4	A Building-Deck	1	3.870
A-2	Building A	640	3	A Building-Deck	1	1.858
A-3	Building A	680	4	A Building-Deck	1	3.096
A-4	Building A	450	2	A-Building-Deck	1	2.167
B-1	Building B	920	4	B Building-Common Walkway	1	3.870
B-2	Building B	560	3	B Building-Common Walkway	1	2.632
B-3	Building B	1010	5	B Building-Hall	2	4.179
B-4	Building B	660	3	B Building-Deck	1	2.941
B-5	Building B	570	4	B Building-Deck and Hall	1	3.251
B-6	Building B	520	4	B Building-Deck and Hall	1	3.096
B-7	Building B	660	4	B Building-Hall	1	3.715
B-8	Building B	600	3	B Building-Hall	1	3.096
B-9	Building B	780	4	Parking Area		2.322
C-1	Building C	480	3	C Building-Deck & Hallway	1	2.322
C-2	Building C	1030	4	C Building-Deck & Hallway	2	4.644
C-3	Building C	570	3	C Building-Deck & Hallway	1	2.632
C-4	Building C	560	3	C Building-Deck & Hallway	1	2.632
C-5	Building C	850	4	C Building-Deck & Hallway	1	4.180
C-6	Building C	560	3	C Building-Deck & Hallway	1	2.786
C-7	Building C	560	3	C Building-Deck & Hallway	1	2.786
C-8	Building C	850	4	C Building-Deck & Hallway	1	4.334
D-1	Building D	770	4	D Building-Deck	1	4.025
D-2	Building D	1080	4	D Building-Deck & Hallway	2	5.418
D-3	Building D	890	4	D Building-Deck & Hallway	2	4.799
D-4	Building D	1380	5	D Building-Deck & Hallway	2	6.811
D-5	Building D	890	4	D Building-Deck & Hallway	2	5.108
D-6	Building D	1450	5	D Building-Deck & Hallway	2	7.430

Exhibit A

in the County of Essex and said Commonwealth of Massachusetts bounded and described as follows:

NORTHWESTERLY by Lee Street fifty one and 09/100 (51.09) feet;
NORTHEASTERLY by lands now or formerly of Elizabeth R. K. Sumner and of Annie G. Quiner
eighty eight and 99/100 (88.99) feet;
SOUTHEASTERLY seven and 34/100 (7.34) feet, and
NORTHEASTERLY ninety four and 50/100 (94.50) feet by said Quiner land;
SOUTHEASTERLY by Marblehead Harbor;
SOUTHWESTERLY by land and flats now or formerly of Susan M. Borden fifty seven and 71/100
(57.71) feet;
NORTHWESTERLY thirty three and 98/100 (33.98) feet,
SOUTHWESTERLY thirty eight and 46/100 (38.46) feet,
NORTHWESTERLY sixty six and 67/100 (66.67) feet and
SOUTHWESTERLY sixteen and 03/100 (16.03) feet by said Borden land; and
NORTHWESTERLY by lands of sundry adjoining owners one hundred sixty nine and 12/100
(169.12) feet.

All of said boundaries, except the water lines, are determined by the Court to be located as shown upon plan numbered 13343-B, drawn by Carter & Towers Engineering Corp., Surveyors, dated March 25, 1981, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 51338 in said Registry, and the above described land is shown as lot 1, on last mentioned plan.

The above described land is subject to rights of way and drainage as set forth in a deed given by Benjamin G. Hathaway to John H. Frazier, dated August 31, 1899, duly recorded in Book 1586, Page 59 in said Registry.

The above described land is subject to any possible statutory rights in said land growing out of the debts or settlement of the estate of John H. Frazier, late of Swampscott, in said County of Essex, who died on October 7, 1934, if claimed and enforced within the time allowed by law; and to any rights which may be established under a bill in equity brought by Charles M. Frazier et al against the Merchants National Bank of Salem, Executor et al in the Supreme Judicial Court for the County of Essex and numbered 2298 on the files of said Court.

Part of the above described land is subject to rights described in an easement from Henry V. L. Baay to New England Telephone and Telegraph Company, dated August 20, 1958, and filed as Document 86800 in said Registry.

LAND COURT, BOSTON. The land
herein described will be shown on
our approved plan to follow as

OCT 25 1983
Plan 13343 ^{C-1} Lot 1 A
(Examined as to description only)
GNS Assoc. Engineer

EXHIBIT B

RULES AND REGULATIONS

A. Except as hereinafter expressly provided otherwise, there shall be no obstruction of the common areas or facilities of the Condominium, nor shall anything be stored in the common areas or facilities except in storage areas which may be designated by the Trustees from time to time, without the prior written approval of the Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.

B. Nothing shall be hung from the windows, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on or to the common areas and facilities of the Condominium. No accumulation of rubbish, debris or unsightly material will be permitted in common areas and facilities of the Condominium except in designated trash storage areas.

C. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

D. No Unit Owner shall make or permit any noxious or offensive activity or disturbing noises in the Units or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker or other such device in such Unit between the hours of one o'clock a.m. and the following eight o'clock a.m., if the same shall disturb or annoy other occupants of the Units, and in no event shall any Unit Owner practice or suffer to be practiced either vocal

or instrumental music for more than two hours in any day or between the hours of six o'clock p.m. and the following nine o'clock a.m. No Unit Owner shall give vocal or instrumental instruction at any time.

E. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance of the Building(s) or contents thereof, without the prior written consent of the TRUST. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas and facilities which will result in the cancellation of insurance or increase in premiums therefor on the Building(s), or contents thereof, or which would be in violation of any law.

F. All Unit Owners shall comply with the Rules and Regulations of the New England Fire Rating Association or other Insurance inspection or rating bureau having jurisdiction and with the rules and regulations contained in any fire insurance policy upon the Condominium or the property contained therein.

G. Damage by fire or accident affecting the Unit, or the common areas and facilities, or the liability of the Unit Owners or the Condominium Trust shall be promptly reported to the Trustees immediately following the occurrence thereof.

H. No exterior shades, awnings, window guards or ventilators will be used in or about the Units except such as shall be approved by the TRUST.

I. No sign, notice or advertisement including for sale or for rent signs shall be inscribed or displayed by the Unit Owners except such as shall have been approved in writing by the TRUST; nor shall anything be projected out of any window of the Units without similar approval.

J. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the TRUST may direct.

K. No dogs or other animals, birds or pets shall be kept in or about the Units without the Trust's written consent and consent so given may be revoked at any time.

L. No radio or television aerial shall be attached to or hung from the exterior of the Units without the written approval of the TRUST.

M. No vehicle belonging to a Unit Owner or to a member of the family or guests, tenants, or employees of a Unit Owner shall be parked in such manner as to impede or prevent ready access to and from the garage stalls and parking areas of other Unit Owners.

Parking shall occur only in the designated parking spaces.

N. No use shall be made of common areas and facilities except such as shall be permitted by the TRUST. Except in areas designated as such by the TRUST, there shall be no playing, lounging, or parking of baby carriages or playpens, sand boxes, bicycles, wagons, toys, vehicles, benches, chairs, or any other items of personal property on any part of the common areas and facilities.

O. Any consent or approval given under these rules by the TRUST shall be revocable at any time.

P. After reasonable notice from the Condominium Trustees, each Unit Owner shall remove his vehicle(s) for snow removal purposes. Upon any Owner's failure to so remove such vehicle(s) the Condominium Trustees shall have the right to remove same. Any Unit Owner who shall be absent from the premises during any 24-hour period during the winter months shall leave a set of vehicle keys with the Condominium Trustees in order that such vehicle may be moved for snow removal purposes.

Q. The initial late charge for payments more than fourteen (14) days overdue as set forth in Article VII of the By-Laws shall be Twenty-Five (\$25.00) dollars, and the initial rate of interest to be charged thereon until paid shall be Eighteen (18%) Per Cent per annum.

DOCUMENT NO. 191062

*Master Deed
Harborside Condominium*

ESSEX SOUTH REGISTRY DISTRICT

OCT 26 1983

RECEIVED 2 O'CLOCK 33 M. P M
CERTIFICATE C 23

Owners Duplicate Certificate returned to

*Edward T. Moore, Esq.
2 Catherine Lane
Marblehead, Ma 01945*