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& PLAN

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CONDOMINIUM MASTER DEED

THE VILLAGE AT WEST GLOUCESTER CONDOMINIUM
36 ATLANTIC STREET
GLOUCESTER, MASSACHUSETTS

(a) Creation of Condominium

I. Creation of Condominium

The undersigned, The Village at West Gloucester, LLC, a Massachusetts limited liability company having a principal office at 58 Rhodes Road, Princeton, Massachusetts 01541, hereinafter called the "Declarant," being the sole owner of the land with the buildings thereon with the post office address of 36 Atlantic Street, Gloucester, Essex County, Massachusetts 01930, more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A, and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property (the "Condominium"), to be governed by and subject to the provisions of said Chapter 183A and to be known as the "The Village at West Gloucester Condominium".

II. Condominium Phasing

The Declarant plans to develop the Condominium as a phased condominium, each phase of which shall include one or more building(s) (the "Buildings") containing one or more units or one or more common facilities or elements or combinations thereof. Section (h)IV hereof sets forth the Declarant's reserved easements and rights to add Buildings, Units, Exterior Parking Spaces and Phases (as such terms are defined below) to the Condominium, and the procedure whereby the Declarant may amend its Master Deed to so add Phases to the Condominium. The Condominium shall initially be composed of Phase I, comprised of Building A as described in Section (c) below. The Declarant's intention is to add sixteen (16) additional Phases, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX, Phase X, Phase XI, Phase XII, Phase XIII, Phase XIV, Phase XV, Phase XVI and Phase XVII. Phase I consists of Building A, containing two (2) Units. Phases II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI and XVII shall consist of one (1) or more Building each, with each Building containing two residential Units. If all contemplated Phases are added, the Condominium will consist of a total of thirty-four (34) Units.

(b) Description of Land

The premises that constitute the Condominium consists of the land described on Exhibit A (the "Land"), which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the buildings and improvements thereon. As further described in Exhibit A, the Land is shown on a site plan entitled "Plan of Land, The Village at West Gloucester, An Active Adult Community Cluster Development in Gloucester, MA", sheet 3 of 19, dated February 25, 2004, revised through June 2, 2004, prepared by Marchionda and Associates, L.P., and recorded with the Essex South District of the Registry of Deeds in Plan Book 400, Plan 35 ("Site Plan").

The Declarant hereby expressly reserves for itself and its successors-in-title and their nominees, for a period ending three (3) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably interfere with the Unit owners' use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in anyone other than the Condominium Unit owners. The Declarant reserves the exclusive right to grant easements over, under, through and across limited common areas, exclusive yard areas and common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of installing electric, telephone, municipal water, private water, propane tanks, natural gas, cable television lines or any other utility serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install such lines and utilities and such other equipment as may be necessary for the installation and operation of same in any Units, and to grant limited common areas, exclusive yard areas, and exclusive use areas, and to grant easements over, under, through and across limited common areas, exclusive yard areas and common areas and facilities for drainage, slope and utility easements and for any and all related appurtenances servicing the Units and to set aside and reserve sufficient land area within the Condominium to establish trails and impose and grant conservation restrictions and easements and open space restrictive covenants on the Land, including without limitation open space as set forth in the Special Permit issued by the City of Gloucester Planning Board as set forth in Section (o) herein.

(c) Description of Buildings

There is presently one (1) building on the Land, Building A. Building A contains two (2) Units (such term is defined below) and is more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference and made a part hereof. Exhibit B will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

The Buildings are more fully described on Exhibit B. Said buildings are hereinafter collectively called the "Buildings," or the "buildings."

(d) Description of Units, Garages, Porches and Decks, Heating and Cooling Systems, Plumbing and Electrical Systems, and Propane Tanks

I. Units

The unit designation of each unit in the Condominium (collectively, the "Units") and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit C will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- (a) Lower Boundary: The upper surface of the poured concrete floor at the basement floor level;
- (b) Upper Boundary: The lower surface of the roof rafters and joists;
- (c) Walls: The plane of the surface of the wall studs facing the interior of the unit;
- (d) Pipe Chases or Other Enclosures within a Unit, and the pipes, wires, or conduits therein concealed, are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are a part of the common areas and facilities;
- (e) Doors and Windows in interior and exterior walls of Units, including but not limited to those that open from a Unit, are part of the Unit. The repair and replacement of exterior doors and windows, to include garage doors and garage door openers, and the painting or staining of exterior doors and garage doors, shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the owner of the Unit served by the doors and windows that is the subject of any such repair or replacement. The Trustees shall decide upon repairs and replacements to be made to the doors and windows, but the cost of such work shall be borne by the owner of the Unit served by such doors and windows;
- (f) Chimneys, and flues located within chimneys, are a part of the common areas and facilities. Unit owners shall be responsible for cleaning and maintaining the exterior of that portion of the chimney that is within their Unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the owner of the

Unit served by the chimney and/or flue that is the subject of any such maintenance, repair or replacement. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the Unit served by such chimney or flue.

Each Unit owner shall have an easement, as an appurtenance to his Unit, to insert nails and screws into the studs and drywall of his Unit in order to hang pictures, mirrors and other customary wall-hangings and decorations.

II. Porches, Patios and Decks

All porches, patios and decks shall be a portion of the common areas and facilities. The owner of any Unit which has direct access to a porch, patio or deck shall have, as an appurtenance to his Unit, an easement for the exclusive right to use such porch, patio or deck. Tasteful and decorous exterior furniture may be placed on porches, patios and decks, but Unit owners shall have no right to alter or decorate porches, patios or decks in any manner whatsoever. With the exception of interior portions of sunrooms and greenhouses, no Unit owner shall paint or stain any porch, patio or deck, or affix or lay any floor covering on a porch, patio or deck. Porches, patios and decks shall not be covered or enclosed without the prior written approval of plans and specifications by the Condominium Trust in each instance. The Condominium Trust shall maintain, repair and replace patios and the structural portions of porches, decks, sunrooms and greenhouses, as necessary as a common expense. All non-structural portions of porches, patios, decks, sunrooms and greenhouses, including without limitation the railing system, screen panels, and decking, shall be maintained, repaired and replaced, as necessary by the Trustees; provided, however, that the unit owners of Units, who have exclusive easements for the use thereof shall reimburse the Condominium Trust for the cost of such maintenance, repair, and or replacement.

III. Heating and Cooling Systems

Each Unit is served by a separate heating, ventilating and air conditioning unit, located partially outside the Unit, which will provide heating and cooling to that unit and a hot water heater to serve that Unit. Said heating, ventilating and air conditioning units, hot water heaters and piping, wiring and equipment appurtenant thereto are hereinafter called the "HVAC Equipment". The HVAC Equipment, whether located within or without the Units, is appurtenant to the Unit which it serves (that portion of the HVAC Equipment located within the Unit is part of that Unit and that portion located outside the Unit is Limited Common Area for that Unit), and the entire cost of propane fuel, oil, fuel, electric fuel, operation, repair, maintenance and replacement of the HVAC Equipment shall be the responsibility of the individual owner of the Unit served by the HVAC Equipment regardless of the fact that a portion of the HVAC Equipment is located (as aforesaid) outside of the Units. Each Unit owner shall have an easement to use, maintain, operate, repair and replace the HVAC Equipment serving his Unit and located in the common

areas and facilities or in any of the other Units, and each Unit owner shall be subject to such easement in favor of other Unit owners and the Trustees.

IV. Plumbing and Electrical Systems

The plumbing and electrical systems, fixtures and equipment, whether located within or without the Units, is appurtenant to the Unit which it serves (that portion of the plumbing and electrical systems, fixtures and equipment located within the Unit is part of that Unit and that portion located outside the Unit is Limited Common Area for that Unit), and the entire cost of operation, repair, maintenance and replacement of the plumbing and electrical systems, fixtures and equipment shall be the responsibility of the individual owner of the Unit served by the plumbing and electrical systems, fixtures and equipment; provided, however, that exterior lighting fixtures and the fire sprinkler system and its components shall be maintained, repaired and replaced, as necessary by the Trustee. The unit owners of Units, who have exclusive easements for the use thereof, shall reimburse the Condominium Trust for the cost of such maintenance/repair/replacement.

V. Propane Tanks

The entire cost of rental, operation, repair, maintenance and replacement of any propane tanks used for individual Unit fireplaces or cooking equipment shall be the responsibility of the individual owner of the Unit served by such propane tanks.

VI. Garages, Driveways and Walkways

The Units each contain two Garages ("Garages"). Garages are part of the Unit which directly accesses such Garages. Driveways leading to Garages ("Garage Driveways") shall be Limited Common Area for the exclusive use of the owner of the Unit of which such Garage is a part. Portions of walkways providing access to the front of one Unit or one Garage Driveway only shall be Limited Common Area for the exclusive use of the Owner of that Unit.

- a) The Declarant, its successors and assigns hereby reserve the right and easement to designate, in Unit deeds or by separate instrument, a parking space as Limited Common Area appurtenant to a Unit.
- b) Parking spaces, if any, not located in or appurtenant to Garages ("Exterior Parking Spaces", which term shall not include parking spaces located in Garage Driveways) shall be a portion of the common areas and facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Exterior Parking Spaces.

- c) The Garages, Garage Driveways and Exterior Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence shall include automobiles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. No structure shall be built in or on a parking space, whether that space is located in a Garage, Garage Driveway or is an Exterior Parking Space. Neither Garages, Garage Driveways, nor Exterior Parking Spaces shall be used for storage or other non-parking purposes. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Garage Driveways or Exterior Parking Spaces. Garage doors shall be kept closed except when in use.

VII. Exclusive Yard Areas

Each Unit may, but is not required to, have assigned to it an "Exclusive Yard Area" or "EYA", which may be depicted on the Master Plan as the same may be amended from time to time. If an EYA is granted or designated by the Declarant or the Trustees, the owner of each Unit shall have, as an appurtenance to said Unit, an easement for the exclusive use of the Exclusive Yard Area assigned to that Unit. Maintenance, repair and replacement of Exclusive Yard Areas, and patios located therein, if any, shall be at the sole expense of the owners of the Units to which each Exclusive Yard Area is appurtenant. Owners of Units entitled to the exclusive use of Exclusive Yard Areas shall keep the Exclusive Yard Areas neatly mowed and maintained.

(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consists of the Land, as described in Section (b) and all parts of the Buildings as described in Section (c) other than the Units defined and described in Section (d) I above and on Exhibit C hereto, subject to the Declarant's phasing easements and rights set forth in Sections (a)II and (h)IV, and subject to the provisions regarding Porches, Patios and Decks set forth in Section (d)II, the provisions regarding HVAC Equipment set forth in Section (d)III, the provisions regarding Plumbing and Electrical Systems set forth in Section (d)IV hereof, the provisions regarding Propane Tanks set forth in Section (d)V hereof, the provisions regarding Garages and Exterior Parking Spaces set forth in Section (d)VI hereof, and the provisions regarding Exclusive Yard Areas set forth in Section (d)VII hereof. The Porches, Patios and Decks described in Section (d)II hereof, the HVAC Equipment described in Section (d)III, the Plumbing and Electrical Systems described in Section (d)IV hereof, the Propane Tanks described in Section (d)V hereof, the Garages, Driveways, Walkways and Exterior Parking Spaces described in Section (d)VI hereof, and the

Exclusive Yard Areas described in Section (d)VII hereof, are hereinafter collectively referred to as "Exclusive Use Areas."

I. Without limiting the foregoing language in this paragraph (c), the common areas and facilities of the Condominium include:

- (a) the foundations of the Buildings, and all structural portions of the Buildings, including but not limited to, the Buildings' columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists, and all structural members appurtenant to such floor, ceiling and roof beams and joists, exterior walls, interior bearing walls, poured concrete flooring below the upper surface thereof, and roofs;
- (b) Installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single unit, whether located in whole or in part within or without such Unit, are (as set forth in Section (d)III) a part of the Unit that they service and are not a part of the common areas and facilities;
- (c) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishings of utility services or waste removal and vents contained in portions of the Building outside of the Units and all installations outside the Units for services such as lights, power, telephone, cable, water, and sanitary sewer drainage;
- (d) Except as set forth in Section (d) III, all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for furnishing utility services or waste removal, and vents that are located within the Units but that service more than one Unit;
- (e) Exterior lighting devices and fixtures, which are not affixed to the outside of a Unit, and wires and poles serving the same;
- (f) Roadways guardrails, street signs, driveways, paths walkways, fences (other than fences installed by Unit Owners in connection with their Exclusive Yard Areas), subject to the provisions of Section (d) of this Master Deed;
- (g) The mail center, gazebo and all plantings and landscaping and irrigation systems (if any) (exclusive of those in the Exclusive Yard Areas); and
- (h) The on-site septic system and all its components, the water distribution system including the water booster pumping station system and all hydrants, the storm water management system (including detention basins and associated outflow structures and the conservation open space area(s).
- (i) All other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth in Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit C will be amended from time to time if and to the extent that future Phases are created as set forth here or elsewhere.

II. Each Unit owner's undivided percentage interest in the Common Areas and Facilities of the Condominium will be determined in accordance with General Laws Chapter 183A and will be the same percentage interest in the Common Areas and Facilities of the Condominium as every other Unit. Any such amendments in subsequent phases to the Units then existing in the Condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis.

(f) Master Plans

A set of the floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans (which shall include the Site Plan described in Section (b) above), herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof. The Master Plans will be amended from time to time if and to the extent that future Phases are created as set forth herein elsewhere.

(g) Use of Units and Age Restriction

I. The Units are intended only for residential purposes; provided, however, that the Units may also be used as an office but only; (i) accessory to such residential use of such Unit or accessory to the residential use of another Unit in the Condominium owned by same Unit Owner; (ii) if and to the extent such accessory office use is permitted by applicable zoning laws; and (iii) no one shall be employed in such office except residents of a Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

II. The Condominium shall be maintained primarily as an owner-occupied residential community. The Units may be leased. All rentals, leases and licenses of Units shall be subject to the provisions of this Master Deed and the Condominium Trust, including the By-Laws contained therein, and any Rules and Regulations established pursuant thereto, and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Condominium Trust and the By-Laws contained therein and any Rules and Regulations pursuant thereto.

III. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

IV. Notwithstanding the foregoing, until the Declarant or its successors or assigns, or their nominees, have sold and conveyed all of the Units, the Declarant, its successors, assigns and their nominees may use one or more Units and one or more Garages for sales offices and models (such Unit(s) or Garage(s) may be owned or leased). Prospective homebuyers, clients or business invitees shall be permitted to visit such office, and Declarant shall be permitted to display signs in connection with such sales office use.

V. Each and every Unit is subject to the following perpetual restriction:

- a. At least one occupant in each Unit must be 55 years of age or older ("Over-55 Restriction"), subject to the exceptions and other provisions stated below.
- b. Exception: The Over-55 Restriction does not apply to Unit(s) or Garage(s) used by the Declarant for sales offices or models during such time as such Unit(s) or Garages(s) are serving as sales offices or model(s). Each Unit owner is responsible to assure that this restriction is not violated during his or her time of ownership of the Unit. This provision does not prohibit persons under the age of 55 years old from living in a Unit provided that at least one person over the age of 55 years old occupies the Unit at the same time, subject to subsection (j), below. Leaving a Unit vacant does not violate this provision. The Over-55 Restriction shall not be deemed violated under any of the following circumstances, provided such exemption would not result in a violation of any applicable federal, state or local laws or governmental approvals: (i) If there are multiple occupants in a Unit, but only one occupant is over-55 years old, and that over-55 person dies or is institutionalized, the co-occupants may continue to reside in the Unit, provided at least one of such co-occupants who continues to reside in the Unit was at least 50 years old at the time the over-55 person died or was institutionalized and, in the case of a tenancy, until the expiration of the then current term of the subject lease. (ii) If only one occupant in a Unit is over-55 years old and that occupant dies, his or her family who resided in the Unit when he or she died may continue to reside in the Unit until the expiration of the then current term of the subject lease (in the case of a tenancy) or for up to twenty-four months after his or her death in order to probate his or her estate, to settle estate taxes and to market, sell and convey the Unit for over-55 use. (iii) There are other special circumstances as to the use or occupancy of a Unit that are specifically approved by the Condominium Association and would be deemed acceptable under Federal, State and local law and would not be deemed to be discriminatory.
- c. Use of Terms: An "occupant" is one who physically resides (sleeps and eats meals) in the Unit on a regular basis whenever the Unit is occupied. Temporary absence from a Unit of the person over the age of 55 years due to vacation, travel or illness shall not violate this usage restriction. The term "temporary absence" shall mean being away from the Unit, while the Unit is occupied by person under the age of 55 years old, for not longer than sixty days at a time or ninety days in the aggregate in any calendar year.
- d. Binding Effect and Enforcement: This Over-55 Restriction runs with the Units and is binding on each and every subsequent Unit owner, irrespective of whether or not the restriction is contained or referenced in the deed to a Unit. This Over-55 Restriction is for the benefit of the Condominium as a whole, the individual Unit owners and the City, and may be enforced by the Trust, or by separate Unit owners if the Trust fails to take appropriate action within 60 days after being

requested to do so in writing by a Unit owner (provided such action is warranted). The Trust or Unit owners seeking to enforce this restriction may seek and obtain temporary restraining orders, injunctions and other equitable and legal relief.

- e. Expenses: Without limiting possible relief or remedies, the owner of any Unit that is occupied in violation of this Over-55 Restriction shall reimburse the Trust, or Unit owner taking actions to enforce this provision, for the cost of enforcing this provision, including but not limited to reasonable attorneys' fees and court costs.
- f. Age Verification: In order to comply with the requirements of law and to ensure compliance with the Over-55 Restriction, at the time of a transfer of a Unit and at the request of the Trust from time to time thereafter, each Unit owner shall, not less frequently than every two years, certify in writing his or her compliance with this provision, together with reliable documentation that comply with the requirements of law to establish that the Unit is being occupied by a person 55 years of age or older. A failure to do so upon request of the Trust shall constitute a material breach of the Master Deed by the Unit owner.
- g. It shall be a condition precedent to any conveyance, rental or lease of a Unit that the seller or owner thereof verify the ages of the prospective purchaser, tenant or lessee, by requiring such prospective purchaser, tenant or lessee to produce the standard age and identity information sheet then in use by the Trustees, an affidavit, executed before a notary public under the pains and penalties of perjury, that at least one of such purchasers, tenants or lessees has attained the age of fifty-five (55), and a birth certificate, passport, driver's license or other suitable documentation that will provide reliable evidence of such person's age (collectively, the "Age Documentation"). The Age Documentation shall be submitted by the seller or owner to the Trustees not less than ten (10) days prior to the proposed conveyance, lease or rental. It shall be the duty of the Trustees to review the Age Documentation. If the Trustees shall, in good faith, doubt the veracity of the Age Documentation, the Trustees shall have the right to require the owner of the Unit in question to obtain additional documentation from such Unit owner's prospective purchaser, tenant or lessee, all at the expense of such Unit owner, failing which, said conveyance, lease or rental shall not be permitted, and, if the same has occurred, shall be void. If the Age Documentation is satisfactory to the Trustees and in their sole opinion establishes that at least one of the prospective purchasers, tenants or lessees has obtained the age of fifty-five (55), the Trustees shall be entitled to rely thereon and shall not be obligated to conduct any further investigation nor require any additional documentation to verify the age of the prospective purchaser, tenant or lessee.
- h. If the Trustees, having reviewed the Age Documentation, are satisfied that at least one of the purchasers, tenants or lessees has attained the age of fifty-five (55), the Trustees shall execute an instrument in form similar to that set forth in Exhibit D to the Condominium Trust in proper form for recording. Such certificate shall be

valid if executed by any two Trustees and acknowledged by any one of them. If any owner of the Unit in question is a Trustee, then the signatures of two Trustees other than the Unit owner shall be required under the provisions of this Section. Notwithstanding any provision herein to the contrary, during the term of the Initial Board as set forth in Section III of the Condominium Trust, such certificate may be executed and acknowledged by one Trustee who may also be the owner of the Unit in question. Such certificate shall be recorded in the Essex South District of the Registry of Deeds as a condition precedent to the conveyance of the Unit, and no Unit conveyance shall be valid unless such certificate has been recorded. In the event of a lease or rental of any Unit, such certificate need not be recorded, but shall be delivered to the owner of the Unit in question, and no lease or rental shall be valid unless such certificate has been executed by the Trustees, or one Trustee as the case maybe, as aforesaid. All leases and rental agreements shall be in writing, signed by the landlord and tenant or lessee, and shall, by their terms, be expressly subject to the provisions of these subparagraphs (g) (V) (a-j). In the absence of fraud, the execution of a certificate hereunder by any two Trustees, or one Trustee as the case may be, as aforesaid, shall be conclusive on all questions as to the age of at least one of the prospective purchases, tenants or lessees in question, and, in the absence of fraud, no conveyance, rental or lease for which such a certificate has been executed by two Trustees, or one Trustee as the case may be, as herein provided shall thereafter be deemed to be void or voidable. Any Trustee acting in good faith under the provisions hereof shall not be liable in the event of any error made in good faith.

- i. Extension: To the extent this restriction is limited in time by statute or court order, the Trust shall have the power to extend the term of restriction from time to time by instrument(s) in writing, which shall be recorded at the Essex South District Registry of Deeds, in order to cause the Condominium to continue to comply with conditions of governmental approval.
- j. In accordance with Condition No. 26 of the Special Permit issued by the Gloucester Planning Board, as more fully described in Paragraph (o) below,
 - (i) It is a condition of the City's approval that the Units shall be conveyed or leased only to grantees or tenants at least one of whom is [the] age of fifty-five (55) years or over.
 - (ii) Occupancy by minor children is restricted to thirty nights within any six month period.
 - (iii) The Condominium Documents shall reflect such use restriction and shall comply with the Fair Housing Act requirements of 42 USCA §3607(b). The Master Deed restricting occupancy to individuals 55 years of age or older may not be amended without the written consent of one hundred (100%) percent of the Unit owners, one hundred (100%) percent of the

mortgagees and the Declarant and/or its successors and assigns, if Declarant is still an owner of Unit(s), and the Planning Board of the City of Gloucester. Compliance with 310 CMR 15.203(2) is required for any change in the 55 years of age or older age restriction.

(h) Amendment of Master Deed

I. This Master Deed may be amended by (i) a vote of the owners of Units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities; and (ii) when (and only when), such amendment would materially affect the rights of any mortgagee, the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holder of first mortgages of the Units (based upon one vote for each mortgage owned); and (iii) vote of a majority of the Trustees of the Condominium Trust.

Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote or assent as the case may be of Unit owners, first mortgagees and Trustees set forth in the immediately preceding sentence, has been duly recorded in the Essex South District Registry of Deeds, provided, however that:

- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Essex South District Registry of Deeds within six (6) months after the requisite vote of the Unit owners and the Trustees, and the requisite assent of first mortgagees, has taken place; and
- (ii) The percentage of the undivided interest of each Unit owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit owners whose percentage of the undivided interest is affected, as expressed in an amended Master Deed duly recorded; and
- (iii) No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the Units so altered; and
- (iv) No instrument of amendment that alters the rights of the Declarant, or the rights of the Unit owners respecting Exclusive Use Areas shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium, and the owners of Units entitled to Exclusive Use Areas with respect to any proposed amendments dealing with Exclusive Use Areas; and

- (v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (vi) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of the Bylaws of the Condominium Trust.

II. Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to unilaterally amend this Master Deed to meet the requirements of any governmental or quasi-governmental body or agency, including but not limited to the City of Gloucester or any of its boards, bodies or agencies or the Massachusetts Department of Environmental Protection or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct any typographical, mathematical, scrivener or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission; and, all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have consented to any such Amendment by the Declarant.

III. Notwithstanding the foregoing if a Unit owner physically connects (or disconnects) Units which he owns in a duplex arrangement pursuant to the provisions of Section (m) below, the Trustees of the Condominium Trust shall unilaterally amend this Master Deed, to reflect the creation (or reversal) of such duplexing arrangement. Such amendment shall be accompanied by a plan prepared and certified in accordance with Chapter 183A. The cost of such amendment including the preparation of plans, shall be borne solely by the Unit owner who connected (or disconnected) his Units.

IV. As stated in Section (a)(II) above, the Condominium is planned to be developed as a phased condominium, each Phase of which shall include one or more Buildings and Units and land and may include Porches, Decks, Garages, Exterior Parking Spaces and other appurtenances. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgages, to whom the Declarant specifically assigns its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

- a) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land (including such additional land as the Declarant may add to the Condominium) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - (i) Additional Building(s) and Units;
 - (ii) Additional roads, drainage facilities, driveways, porches, decks, Garages and Garage driveways, Exterior Parking Spaces and parking areas, walks, paths and other amenities and appurtenances;

- (iii) New or additional fences, retaining walls or decorative barriers or enclosures, and other structures of every character;
 - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
 - (v) All and any other buildings, structures, improvements, alterations and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
- b) For so long as it owns any Unit, the Declarant shall have the same rights as any other Unit owner and shall have the additional right and easement to:
 - (i) lease, rent and license the use of any unsold Unit, Garage or Exterior Parking Space;
 - (ii) use any Unit owned or leased by the Declarant as a sales office and/or as a model for display for purposes of sale or leasing of Units, and
 - (iii) use any Unit owned or leased by the Declarant as an office for the Declarant's use.
- c) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof (excepting a Unit owned by one other than the Declarant), such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- d) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the limited common areas, exclusive yard areas and common areas and facilities of the Condominium with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and other such structures and alterations and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by this Section (h)IV and the development of additional common areas and facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section (h)IV, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement. This easement shall include the right to store at, in or upon the common areas and facilities of the Condominium temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development

work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion, for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

- e) Ownership of all Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey said Units without accounting to any party with respect to the proceeds of such sales.
- f) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section (h)IV:
 - (i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all, or any portion or portions of, Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire seven (7) years after the date of the recording of this Master Deed; provided, however, that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (1) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
 - (2) The Declarant shall record with the Essex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
 - (ii) Size of Phases. The Declarant shall have the right and easement to add "Subphases". A Subphase shall be a portion of a phase and may consist of one or more Units. (For example only, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed a Subphase IV-A, containing less than the number of units originally contemplated in Phase IV.) A Phase may therefore consist of any number of Buildings, Units, porches, decks, Garages, and Exterior Parking Spaces and other appurtenances; provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and Subphases and add same to the Condominium in any order or configuration, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Subphases in numerical order or

configuration, but may construct Buildings, Units or Phases or Subphases and add Buildings, Units and Phases or Subphases to the Condominium in any order or configuration which the Declarant may desire.

- (iii) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases.
- (iv) The Declarant may exercise its phasing rights hereunder and add future Phases(s), including Buildings and Units and additional land and Exclusive Use Areas therein, to the Condominium by unilaterally executing at any time and from time to time, without the need for the consent (except as in said Section (h)(IV) already granted) or signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, and recording with the Essex South District Registry of Deeds, an amendment(s) to this Master Deed which shall contain the following:
 - (1) An amended Exhibit B describing the Building(s) being added to the Condominium.
 - (2) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Section (d) of this Master Deed, and setting forth the new percentage ownership interest for all Units in the common areas and facilities of the Condominium based upon the addition of the such Unit(s). Such percentage ownership shall be calculated in accordance with the Chapter 183A.
 - (3) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Section (d), the definition of the common areas and facilities contained in Section (e) hereof shall be modified, as necessary, with respect to such Unit(s).
 - (4) Floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.
- (v) It is expressly understood and agreed that all Unit owners, and all persons claiming, by, through or under Unit owners, including the holders of any mortgages or other encumbrance with respect to any Unit, all mortgagees,

and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new Phases to the Condominium and all other amendments made pursuant to this Section (h)IV and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant, or its successors or assigns, and recorded with the Essex South District of the Registry of Deeds shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage interest of his Unit in the common areas and facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and be based upon the value of his Unit then in proportion to the estimated aggregate fair value of all Units in the Condominium; and each Unit owner consents to the said change in the percentage interest. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new Phase or Subphase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed. In any event, the new percentage interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

- (vi) Every owner by the acceptance of a deed to his Unit thereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easement and rights under this Section (h)IV and expressly agrees to said alteration of his Unit's appurtenant percentage interest in the common areas and facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section (h)IV.
- (vii) In the event that, notwithstanding the provisions of this Section (h)IV to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant or its successors and assigns, is required on any amendment to this Master Deed which adds a new Phase to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on

behalf of and in the name of each such Unit owner; and each Unit owner (whether his deed be from the Declarant as grantor or from any other party) hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

- (viii) All Units shall be completed sufficiently for the certification of Plans as provided for in Section 8(f) of Chapter 183A prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.
- (ix) Notwithstanding anything herein to the contrary, the Declarant shall not be compelled to add any Phase(s), Units, Garages, Exterior Parking Spaces or any other structure or facility whatsoever to the Condominium.

(i) Condominium Unit Owners Association

The name of the organization of Unit owners that has been formed and through which the Unit owners will manage and regulate the Condominium hereby established is "The Village at West Gloucester Condominium Trust" under declaration of trust, of even date to be recorded herewith (the "Condominium Trust"). The address of the Condominium Trust is 58 Rhodes Road, Princeton, Massachusetts, 01541. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be 36 Atlantic Avenue, Gloucester, Massachusetts, 01930. Said Condominium Trust establishes that all Unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit owner in said Trust shall be the same percentage interest as his or her percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The name, address and term of office of the Trustees of the Condominium Trust is as follows:

The Village at West Gloucester Trustees, LLC, Massachusetts limited liability company, having a principal office at 58 Rhodes Road, Princeton, Massachusetts 01541

Term: As set forth in Section 3 of the Condominium Trust.

The Trustees have enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Condominium Trust.

(j) Name of Condominium

The Condominium hereby established shall be known as "The Village at West Gloucester Condominium."

(k) 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 or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the Buildings; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Buildings stand.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines, and Other Common Facilities Located Inside of Units or in Common Areas

Each Unit owner shall have an easement in common with the owners of the other Units to use all pipes, wires, including but not limited to those appurtenant to cable television, telephones and security systems, flues, ducts, conduits, plumbing lines, fire sprinklers and other portions of the common areas and facilities and located in the other Units, the limited common areas or exclusive yard areas appurtenant to the other Units, or in portions of the common areas and facilities and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other Units or the common areas and facilities and located in such Unit, or the limited common areas or exclusive yard areas appurtenant to such Unit. Subject to Section 21 of the Condominium Trust, the Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Buildings or Condominium.

Each Unit is served by separate plumbing and electrical systems within its Building, located partially outside the Unit within the Building. Said plumbing and electrical systems and equipment appurtenant thereto are hereinafter called the "Plumbing and Electrical Systems". The Plumbing and Electrical Systems, whether located within or without the Units, is appurtenant to the Unit which it serves (that portion of the Plumbing and Electrical Systems located within the Unit is part of that Unit and that portion located outside the Unit is Limited Common Area for that Unit), and the entire cost of the maintenance and repair of the Plumbing and Electrical Systems shall be the responsibility of the individual owner of the Unit served by the Plumbing and Electrical Systems regardless of the fact that a portion of the Plumbing and Electrical

Systems is located (as aforesaid) outside of the Units. Each Unit owner shall have an easement to use, maintain, operate, and repair the Plumbing and Electrical Systems serving his Unit and located in the common areas and facilities or in any of the other Units, and each Unit owner shall be subject to such easement in favor of other Unit owners and the Trustees.

(m) Creation of Duplex Units and Other Changes

I. In the event that at any time, or from time to time, two (2) contiguously located Units are in common ownership and if the owner(s) of such Units (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (i) The Duplex Owner shall send written notice to all of the Unit owners and to the Trustees of the Condominium Trust of his or her intention to physically connect such Units, and such notice shall be accompanied by (A) a plan drawn by an architect registered in Massachusetts, showing the work that the Duplex Owner proposes to perform; and (B) a written statement by such registered architect that such work will not impair the structural integrity of the buildings; and (C) a written agreement under which the Duplex Owner obligates himself to the other Unit owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the buildings, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work, and any other reasonable expenses of the Condominium Trust arising from the Duplex Owner's activities under the provisions of this Section. (The Trustees may, but shall not be obligated to, engage an architect to so advise them.) The Duplex Owner shall secure all necessary permits prior to commencing work. The work shall be performed in such a manner as to minimize disturbances to the other Unit owners and occupants.
- (ii) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Provided that the Duplex Owner has complied with this Section and is not otherwise violating or in violation of any provision of this Master Deed or the Condominium Trust, then Trustees may withhold their consent only if, in their reasonable opinion, such work would impair the structural integrity of the Building. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of the Master Deed.
- (iii) When the work is complete, the Duplex Owner shall notify in writing the Trustees of the Condominium Trust that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full. Such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such

work has not impaired the structural integrity of the Building. During such time as the Units are physically connected, the Duplex Owner and his or her successors-in-title to such Units shall have an easement for himself or herself and those lawfully occupying such Units, to pass and repass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of the Master Deed. In the event that at any time or from time to time two (2) Units in common ownership have been combined into a duplex arrangement as hereinabove set forth, the then Duplex Owner shall have the right at any time thereafter to replace or remove the opening or openings between such Units that physically connected such Units in such duplex arrangement. This replacement or removal will follow the procedure set forth hereinabove in this Section (m) of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing or removing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit owner, by accepting delivery of his or her Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (m) of this Master Deed.

II. Other changes.

a) Declarant's Right to Make Other Changes.

The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the other provisions of this Master Deed.

b) Consent

Each Unit owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit owner. For the purposes of this Section, each Unit owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for such Unit owner to make such amendment(s), which power of attorney is coupled with an interest and is irrevocable and shall run with the land and be binding upon such Unit owner's heirs and assigns. Furthermore, each Unit owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning or other relief from the City of Gloucester or any other agency which the Declarant may seek to effectuate the purpose of this Section, and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to

obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section.

c) Non Load-Bearing Partitions

Each Unit owner shall have the right to move, demolish, or alter an interior non load-bearing partition in his Unit. No Unit owner shall move, alter or affect any structural or load bearing wall or member.

(n) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the Bylaws and the Rules and Regulations of the Condominium Trust, as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth in Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and that all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(o) Provisions of Special Permit

I. Reference is made to a Special Permit ("Special Permit") issued by the Planning Board of the City of Gloucester dated August 25, 2004 and recorded at the Essex South District Registry of Deeds at Book 25908, Page 55. The Declarant reserves the right to seek further amendments to the Special Permit as required by construction and if allowed by the Planning Board, the Condominium and all Units shall be subject to such further amendment.

II. In accordance with Condition 21 of the Special Permit, the following aspects of operation and maintenance shall be performed by, and at the expense of the Condominium Trust:

- a) all Condominium roadways;
- b) snow plowing and ice removal (to include walkways and driveways) within the Condominium

- c) the Condominium's private septic system;
 - d) the Condominium's private trash removal;
 - e) the Condominium's stormwater and drainage management;
 - f) the Condominium's water supply system; and,
 - g) the Condominium's fire suppression system (see however, Paragraph (d) IV with regard to such systems).
- III. Open space within the Condominium as shown on the plans approved by the Planning Board shall be restricted by a recorded conservation restriction which shall run in favor of the City of Gloucester Conservation Commission. The restriction shall be recorded with the Master Deed and be in substantially the same form as the restriction attached to the Special Permit as Exhibit "A".
- IV. A water meter shall be provided on any irrigation system in addition to a single master water meter for the entire development. On a quarterly basis, the Condominium Trust shall submit to the Public Health Director and the Planning Board records summarizing monthly water use for both meters.
- V. Upon completion of the construction activity, a maintenance plan for the site's stormwater drainage system shall be submitted to the City for review and approval. The maintenance plan shall identify all of the maintenance measures to be performed, provide an inspection schedule for each maintenance measure, list typical maintenance procedures for each measure, and list the names of personnel or companies assigned to each task including emergency phone numbers. The City Engineer and Board of Health shall be given copies of the annual maintenance and inspection reports for the drainage system (which shall include, inter alia, street sweeping, deep sump catch basin inspections, detention basin inspections and water quality testing) and shall be notified of any changes to the approved maintenance plan.
- VI. A nutrient monitoring and inspection program shall be performed with annual reporting to the Board of Health, the Conservation Commission and Planning Department, in accordance with Exhibit "C" of the Special Permit.
- VII. The use of chemical fertilizers, herbicides, pesticides and chemical deicers is prohibited during construction and after occupancy. Physical techniques, such as pruning, shall be the management technique utilized to prevent the growth of briars in the center island area designated for 'active' recreation.
- VIII. The Planning Department and Health Department shall be provided a copy of the executed contract for the maintenance and inspection of the septic system.

- IX. There shall be reflectors installed and perpetually maintained along the site access drive, from Atlantic Street to the first driveway intersection.
- X. The application of chemical deicers for snow maintenance is prohibited.
- XI. The Condominium Trust shall be responsible for performing a comprehensive maintenance plan coverings all of the improvements on the site including the stormwater management system, the septic system, the water booster pump, and the nutrient monitoring program. A professional management firm shall be contracted to oversee maintenance and subcontractors.
- XII. The onsite wastewater disposal system shall be under a maintenance agreement or contract providing for, inter alia, quarterly maintenance and effluent testing of the system. The length of the contract shall be at least two years and must be renewed at least 30 days prior to expiration. A copy of this contract as well as quarterly maintenance reports and effluent testing results shall be submitted to the Gloucester Health Department.
- XIII. Mosquitos shall be controlled in accordance with a mosquito control plan approved by the Gloucester Board of Health and the Gloucester Conservation Commission.
- XIV. The Condominium Trust shall manage canine waste so the waste does not cause harm to human health or the environment.
- XV. Impervious surfaces shall not be increased in the common areas of the Condominium. Impervious area shall not be increased within the limited common areas or the exclusive use areas without compliance with Section 1.3.3(g) of the City's Zoning Ordinance relative to Drainage and Grading Requirements.
- XVI. Title cannot pass on any parcel or unit without proof being provided to the Gloucester Board of Health that the required operation and maintenance for the onsite septic system as well as the stormwater collection and detention system has been performed.

(p) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 32 of the Bylaws of the Condominium Trust, titled "Protection of Mortgagees", that is hereby incorporated herein by this reference and made a part hereof.

(q) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be

appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph (q), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

(r) Invalidity

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

(s) Waiver

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

(t) 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 or the intent of any provisions hereof.

(u) Conflicts

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

(v) Assignability

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Condominium Trust, and the By-Laws contained therein and all Rules and Regulations adopted pursuant thereto, including, but not limited to the easements, rights and powers reserved in Sections (h) IV and (o), and (q) may be conveyed and assigned by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Condominium Trust; provided, however, that if such assignee is an institutional mortgagee

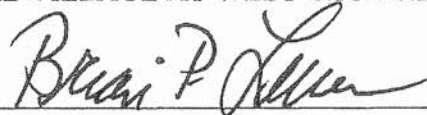
such mortgagee shall only be bound by such obligations of the Declarant to the extent that such mortgagee expressly assumes same in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgage is the Declarant's successor-in-interest. A purchaser of one or more Units, which constitute less than all of the Units then owned by the Declarant, shall not be deemed the "successor or assign" of the Declarant for purposes of this Section (v) except as to the specific Unit(s), conveyed to such grantee, unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section and unambiguously states that the grantee shall be deemed the successor and/or assign of the Declarant and such instrument is recorded in the Essex South District of the Registry of Deeds.

(w) Non-Recourse

Notwithstanding anything to the contrary contained in this Master Deed or Condominium Trust, any liability or claims against the Declarant shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's managers, members, agents, directors, officers, employees or shareholders. Further, in no event shall any claimant be entitled to seek or obtain any consequential, indirect or punitive damages.

WITNESS my hand and seals this 29TH day of April, 2008.

THE VILLAGE AT WEST GLOUCESTER, LLC



By: Brian P. Lever, Its Manager

COMMONWEALTH OF MASSACHUSETTS

Essex County

On this 29th day of April, 2008, before me, the undersigned notary public, personally appeared Brian P. Lever, Manager as aforesaid and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of The Village at West Gloucester, LLC for its stated purpose.



JOHN D. CUNNINGHAM III
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
JUNE 5, 2009

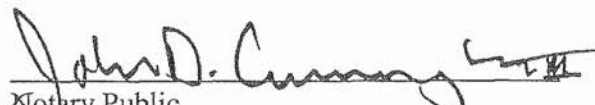

Notary Public

Exhibit A

**THE VILLAGE AT WEST GLOUCESTER CONDOMINIUM
36 Atlantic Street, Gloucester, MA**

Incorporated by reference into and made a part of the Master Deed of The Village at West Gloucester Condominium, 36 Atlantic Street, Gloucester, Essex County, Massachusetts.

DESCRIPTION OF LAND

The premises that constitute the Condominium consist of the following described land in Gloucester, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

The land with the buildings thereon, located in Gloucester, MA, , situated on the northwesterly side of Atlantic Street (sometimes called Atlantic Avenue) in Gloucester, MA, shown on a sheet 3 of 19 from a set of plans entitled "Plan of Land, the Village at West Gloucester, an Active Adult Community Cluster Development in Gloucester, MA", dated February 25, 2004, revised through June 2, 2004, and recorded with the Essex South District Registry of Deeds in Plan Book 400, Plan 35 (the "Site Plan"):

Excepting so much of said parcel as was taken by the City of Gloucester for purposes of a public way by taking made September 27, 1899, duly recorded in Book 1598, Page 261, and subject to matters shown on the Site Plan.

Being same premises conveyed to The Village at West Gloucester, LLC, by deed dated July 21, 2006, and recorded at the Essex South Registry of Deeds at Book 25908, Page 50.

Said premises are subject to zoning laws of the City of Gloucester and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

The above-described premises are also subject to easements for utility, electric, telephone and other such services granted to any public utility or service provider by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

Exhibit B

THE VILLAGE AT WEST GLOUCESTER CONDOMINIUM 36 Atlantic Street, Gloucester, MA

Incorporated by reference into and made a part of the Master Deed of the The Village at West Gloucester Condominium, 36 Atlantic Street, Gloucester, Essex County, Massachusetts

DESCRIPTION OF BUILDINGS

PHASE I

Phase I is composed of one (1) building, Building A. The location of Building A is shown on the Site Plan, which is a portion of the Master Plans. The Building is wood, with wood floor joists and roof joists. The roof is asphalt shingle. The Building has a basement and poured concrete foundation. The Building is a two-story structure composed of two (2) residential units divided by a vertical demising wall.

FUTURE PHASES

If all of the contemplated future Phases are constructed and added to the Condominium, there will be a total of seventeen (17) buildings (i.e., Phase I and sixteen (16) additional Buildings), which shall be consistent with the initial improvements in Phase I in terms of the quality and materials of construction and approximate area and number and designation of rooms. Each Building will contain two (2) residential units.

This Exhibit will be amended from time to time if and to the extent that future Phases are created as set forth herein elsewhere.

Exhibit C

THE VILLAGE AT WEST GLOUCESTER CONDOMINIUM 36 Atlantic Street, Gloucester, MA

Incorporated by reference into and made a part of the Master Deed of the The Village at West Gloucester Condominium, 36 Atlantic Street, Gloucester, Essex County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each Unit, and a statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as shown on the Master Plans and as set forth in this Exhibit C. The Master Plans and this Exhibit C will be amended from time to time if and to the extent that future Phases are created as set forth herein elsewhere.

Unit 1 and Unit 2 contain the following: A basement with utilities. A first floor containing a bedroom, living room, dining room, kitchen, breakfast area, foyer, two bathrooms, , walk-in closets, laundry area and two garages. The second floor contains two bedrooms, one bathroom, and walk-in closets. There is a deck off the first floor.

Unit 1 and Unit 2 are located in Building A, in Phase I. Each Unit has access to the following common areas and facilities: Walkway and yard.

Unit 1 and Unit 2 each have an initial percentage interest in common areas and facilities equal to fifty percent (50 %).

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the common areas and facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated in accordance with Section e(II) of the Master Deed and such that the percentage interest of each Unit shall be the same. The reduction of each Unit's percentage interest as additional Phases and Units may be constructed is shown below.

<u>Phase</u>	<u>Number of Units Declared</u>	<u>Percent Interest of each Unit</u>
<u>I</u>	<u>2</u>	<u>50.00%</u>
<u>II</u>	<u>4</u>	<u>25.00%</u>
<u>III</u>	<u>6</u>	<u>16.67</u>
<u>IV</u>	<u>8</u>	<u>12.5%</u>

<u>V</u>	10	10.00%
<u>VI</u>	12	8.33%
<u>VII</u>	14	7.14%
<u>VIII</u>	16	6.25%
<u>IX</u>	18	5.56%
<u>X</u>	20	5.00%
<u>XI</u>	22	4.55%
<u>XII</u>	24	4.17%
<u>XIII</u>	26	3.85%
<u>XIV</u>	28	3.57%
<u>XV</u>	30	3.33%
<u>XVI</u>	32	3.13%
<u>XVII</u>	34 (if all 34 units are built)	2.94%