

37
59

4 PLANS

MASTER DEED

MARINER VILLAGE CONDOMINIUM

Mariner Development Corp., a Massachusetts corporation having its principal place of business in Salem, Massachusetts (hereinafter "Developer") being sole owner of the land in Salem, Essex County, Massachusetts, described in Exhibit A, 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, appurtenance belonging thereto (hereinafter "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does state hereby that it proposes to create, and does create hereby, with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end it declares and provides hereby as follows:

1. Name of the Condominium and the Unit Owner's Organization: The Condominium is to be known as the Mariner Village Condominium (hereinafter "Condominium"). An organization of Unit Owners, through which the Unit Owners shall

84 PLANS
SEE PL. B. 304
PL 7

See
B. 13441
P. 147
See
B. 13660
P. 204
See
B. 13706
P. 55
See
B. 13796
P. 446
See
B. 13831
P. 20
See
B. 13854
P. 115
See
B. 13959
P. 329
Amnd # 8
B. 14007
P. 96
Amnd # 9
B. 14089
P. 359
Amnd # 10
B. 14244
P. 453
11th Amnd
B. 14278
P. 214
12th Amnd
B. 14307
P. 409
13th Amnd
B. 14431
P. 379
Phase V

Corr
14th Amd.
B 14593
P. 366

15th Amd
B. 14959
P. 20

Sept
B 15004
P. 276

16th Amd
B 15006
P. 480
Phase VI

17th Amd
B. 15106
P. 195
Phase VII

18th Amd
B. 15188
P. 162

19th Amd
B. 15306
P. 54
Phase VIII

20th Amd
B. 15505
P. 363
Phase 7-3

manage and regulate the Condominium, has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the organization is the Mariner Village Condominium Trust (hereinafter "Trust") and its present address is Whalers Lane, in Salem, Massachusetts. A change in the mailing address of the Trust subsequent to the recording of the Master Deed shall be stated in a Certificate signed and acknowledged by at least one (1) Trustee appearing of record or by a vote of the Unit Owners and signed and acknowledged by one of them, and such Certificate of Vote shall be recorded in the Essex South District Registry of Deeds. Any person or party may rely in good faith upon the Master Deed, Declaration of Trust, or the most recently recorded Certificate of Vote as to the names of the Trustees, and the address of the Trust. Notices under M.G.L., c. 183A, sent in writing to the address listed in the Master Deed, Declaration of Trust, or the most recently recorded Certificate of Vote, if relied upon in good faith, shall be deemed sufficiently given; provided, however, that the person or entity sending the notice has complied with other requirements, if any, of M.G.L., c.183A";

The names of the Trustees of said Trust and their terms of office, not appointed by the Developer for such terms, are:

<u>Name</u>	<u>Term</u>
Lawrence J. Deane	Until 100% of the units in all phases of the Condominium are sold;
Harry Mack	Until 75% of the units in all phases of the Condominium are sold or five (5) years after the first unit in the condominium is conveyed whichever is the earlier date;

Paul J. Beattie

Until 50% of the units in all phases of the Condominium are sold or five(5) years after the first unit in the condominium is conveyed whichever is the earlier date;

2. Description of the Land: The premises which constitute the Condominium comprise a certain tract of land with the buildings thereon, situated in the City of Salem, Essex County, Massachusetts, shown on the As-Built Plan recorded herewith, and described more particularly in Schedule A attached hereto. Said land, buildings and improvements are subject to and have the benefits of the easements, encumbrances, restrictions and appurtenant rights set forth and contained in Schedule A and in the Declaration of Easements made by the Developer of even date and recorded herewith.

3. Declarant's Commitment to Phased Development: Developer intends to develop the condominium in stages herein referred to as phases. The land together with the buildings and improvements constructed thereon shown on the As-Built Plan as Phase I, with 3 Buildings containing 12 dwelling units shall be known as Phase I and shall constitute the first phase of the Condominium.

The additional land for the condominium, if added, in total consists of the balance of the 3.3703 acre tract of land on Whalers Lane shown on a Plan entitled "Plan of Land in Salem Property of: Highland Realty Trust, Scale 1" = 40 feet Date: December 17, 1993. North Shore Survey Corporation, 209 Worthington Street, Salem, MA 01760 and recorded with the Essex South District Registry of Deeds as Instrument 238 on January 18, 1994 and that land shown on the Development Plan attached as Exhibit A to the condominium presentation and labeled as Phase III and Phases IV through VIII.

The buildings for Phase 2 through the completion or the termination of the Condominium shall be constructed on a portion of the land shown on the above-mentioned Plans. Phase II shall contain 8 dwelling units, Phase III shall contain 28 units, Phase IV 16 units, Phase V 16 units, Phase VI 16 units, Phase VII 16 units, and Phase VIII 20 units. If all the Phases are added to the Condominium in their entirety, the Condominium will consist in total of 132 dwelling units. The Developer need not build or establish any additional Phase as part of this Condominium.

The Developer anticipates amending the Master Deed to add the additional phases above described in the numerical order set forth above and on Schedule D hereof. Further, the Developer anticipates amending the Master Deed to add Phases to the Condominium as whole Phases, however, circumstances may necessitate that the Developer amend the Master Deed to divide a Phase into two or more Sub-phases, to add two phases to the Condominium in one Amendment or to add phases in order other than those set forth above and in Schedule D herein. Upon each Amendment of this Master Deed in accordance with the provisions of Sections 3,7 and 19(A)6, the percentage interests of the Units of Phase I as described in Schedule D in the Common Elements of the Condominium shall be as set forth in Schedule D hereof.

The percentage interests of the Units to become part of the Condominium by each Amendment of this Master Deed shall be set forth in each such Amendment to the Master Deed, which Amendment will also set forth the percentage interests in the Common Elements which such Units shall have upon the addition of subsequent phases of the Condominium by subsequent amendments to this Master Deed. If the Developer chooses to add phases to the Condominium in sequence other than as set forth in Schedule D

hereof, the percentage interests in the Common Elements shall be adjusted in accordance with the relative effectiveness of the apportionment established by Schedule D hereof. Developer shall add language in each unit deed which shall state that as each phase is added to the condominium the unit owner's percentage interest shall decrease as described above.

Certain portions of the land of future additional Phases may have been declared part of the Common Elements prior to the construction of the Buildings of such Phase. With respect to any portion of the land of any Phase which has been made part of the Condominium prior to the construction of the Buildings of said Phase and the recording of the Amendment to the Master Deed in accordance with the provisions of this Section 3, the Developer reserves the right to build on such land one or more of the Buildings of said additional Phase. Thus, the land, although part of the Common Elements of the Condominium in accordance with the terms hereof, may be utilized for the construction of the Buildings, and the common elements appertenant thereto, of additional Phases if said Phases are so constructed. Nothing contained herein or in future Amendments shall be held to limit or restrict said reserved rights.

By acceptance of a unit deed in the Mariner Village Condominium, the unit owner(s) thereby consent to later construction in the condominium, the addition of future phases, parts thereof, and units and the alteration of his/her/its interest in the common areas which will result, (hereinafter "related

activity") and, further, the unit owner(s) appoint the developer and its successors in interest to execute the proper documents necessary for such additional phasing, and related activity including but not limited to, a Power of Attorney and a Power, coupled with an Interest to execute such additional phasing documents and related activity.

The Developer, for itself, its successors and assigns hereby reserves the right and easement to enter onto the land and construct on or in said land the remaining buildings and units of the condominium along with all improvements, utility lines, driveways, wires, pipes, conduits, sewers, walkways, and drainage lines to service the multi-family dwelling units constructed on the land described in Schedule A. Said reserved right and easement include the right of the Developer for the purpose of the transportation of construction materials for use in the construction and development of the land described in Schedule A. Said reserved right and easement include the right to connect with, make use of, and repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time be located in or upon the driveways or other areas shown as utility or drainage easements on the As-Built Plan, with the right to enter upon said parcel for purposes of exercising the rights herein reserved; provided that all damage caused by the exercise of such rights is repaired promptly including without limitation the restoration of all surface areas to their condition immediately prior to such exercise.

Upon recording of the amendment to this Master Deed by the Developer together with the accompanying site plan and as-built plans, other residential Units located in the Buildings of said additional Phases shall become Units of this Condominium, and the Common Elements of this Condominium a) shall include the land described in said amendment, to the extent that the land had not been prior thereto made part of the Common Elements of the Condominium, and b) shall be the same elements and parts of the Buildings as are described hereinafter in Section 6 as comprising Common Elements of the Condominium.

Future improvement in phases and sub-phases added after Phase I shall be consistent with the improvements in Phase I, in structure, type and quality of construction and such improvements shall be substantially completed prior to the addition of any such phases or subphases;

The Unit Owner's interest in each phase or sub phase shall be held in fee simple.

4. Description of the Buildings in Phase I: The description of each of the Buildings comprising Phase I of the Condominium, stating the number of stories, the number of Units and the principal materials of which each is constructed is set forth and described in Schedule C attached hereto and made a part hereof. The location of said Buildings is as shown on the As-Built Plan filed herewith.

5. Description of the Units in Phase I: The Condominium Units in Phase I and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof, are as set forth in Schedule C attached hereto and made a part hereof, and as shown on a set of Condominium Unit Plans filed herewith (hereinafter "Condominium Plans") bearing the verified statement of a registered professional engineer or registered land surveyor notifying that the plans depict fully and accurately the layout, location, Unit Numbers, and dimensions of the Units, as built.

6. Description of the Common Areas and Facilities: The common areas and facilities of the Condominium (hereinafter "Common Elements") consist of the entire Property, including all parts of the buildings and improvements thereon other than the Units, and will include, without limitation, the following:

(a) The land described in "Schedule A" on which the Buildings are erected.

(b) All foundations, columns, beams, supports, stairs, roofs and other structural components of the Buildings located beyond the boundaries of the Unit, said boundaries being defined in Schedule C attached hereto, and all such structural components located within the boundaries of the Unit and forming part of any system serving one or more other Units.

c) All land, roadways, lawns, gardens, walking paths; parking, and other improved or unimproved areas not within the Units, subject, however, to the provisions of Paragraph (f) herein, and provided, however, that each Unit shall have appurtenant thereto the exclusive right and easement to use for the parking of automobiles, that rectangular surface area of the driveway which begins at the exterior surface of each garage door located at the basement level of the Unit, for a width of nine feet (9'), and having a length of twenty feet (20').

(d) All installations for services such as power, light, telephones, and water located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(e) All sewer and drainage pipes located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(f) All patios, decks, porches, balconies and attics provided however, that each unit shall have appurtenant thereto the exclusive right and easement to use such patios, decks, porches, balconies and attics as may be contiguous thereto, and provided further that in any event each unit shall have appurtenant thereto the exclusive right and easement to use the surface space and air space (to the extent that rights to the air space can be granted) from ground level to roof level to that area contiguous thereto referred to as "deck, patio, porch, balcony or attic area for the exclusive use of the adjacent unit" on the As Built Plan recorded herewith. Decks, patios, porches, balconies, attics or other structures not heretofore constructed may not be constructed or placed on or in the surface space or air space so described without the prior written consent to the Trustees of the Mariner Village Condominium Trust, and any patios, decks porches, balconies and attics or other structure hereafter placed thereon or therein shall become common elements provided, however, that each Unit shall have appurtenant thereto the exclusive right to use such decks, patios, porches, balconies, attics or structures as may be contiguous thereto.

(g) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance, or safety of the Buildings, including the pipes, wires, conduits, ducts, flues, shafts and public utility lines situated within a Unit and forming part of any system serving one or more Units or other common elements.

(h) All recreational facilities located on or within the Common Elements, if any.

(i) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the property.

The percentage of the undivided interest in the Common elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other interests.

7. Computation of Undivided Interests: Each Unit in Phase I of the Condominium shall have as appurtenant thereto an undivided interest in the common areas and facilities in the percentage specified therefore in Schedule D annexed hereto and made a part hereof, subject however to a proportionate reduction thereof, as additional units are added to the Condominium. The percentage of interest of the respective Units in the common areas and facilities set forth in Schedule D, has been determined on the basis of 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 of the Units.

8. FNMA and FHLMC Mortgages Provisions: Notwithstanding anything to the contrary contained elsewhere in this Master Deed, or in the Trust of even date filed herewith, the following provisions shall govern and be applicable to the extent that they are required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or to the Federal Home Loan Mortgage Corporation (FHLMC) under laws and regulations applicable thereto:

- (a) A first mortgagee of a Unit shall be entitled to written notification from the Board of Trustees of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed or the By-Laws of the Trust which is not cured within sixty (60) days.
- (b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be liable for, and shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the acquisition of title to the Unit by the mortgagee.
- (c) Neither the provisions of this Master Deed nor those of the Trust or By-Laws shall be deemed or construed to give a Unit Owner of the Condominium, or any other party, priority over the rights of first mortgagees of Units pursuant to their mortgages, in situations where there is a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements. Such first mortgagees will be entitled to written notification from the Board of Trustees in the event of such a loss affecting their interest in the Condominium.

- (d) Unit Owners and holders, insurers and guarantors of first mortgages of Units in the Condominium shall have the right to examine the books, records and financial statements of the Board of Trustees, as well as current copies of this Master Deed, the Trust, By-Laws, and applicable rules and regulations, during normal business hours. Such holders, insurers and guarantors of mortgagee shall be entitled as well, upon written request, to an audited financial statement for the immediately preceding fiscal year, to be provided within one hundred and twenty (120) days of the end of the Trust's fiscal year.
- (e) The Board of Trustees' common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments the same to be deposited in an account or accounts separate and segregated from operating funds.
- (f) All units shall be allocated full assessments no later than sixty (60) days after the first unit of the phase or sub-phase containing such unit is conveyed.
- (g) After receipt of timely written notice from the Trust, the consent of the holders of first mortgages on Units holding at least 51 percent of the votes in the

Condominium, as well as the consent of Unit Owners entitled to at least 67 percent of the votes in the Trust shall be required in order to:

- (i) restore or repair the Condominium, after a partial condemnation or damage due to insurable hazard, when such restoration or repair will not conform to this Master Deed or the original plans and specifications;
 - (ii) terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property;
 - (iii) reallocate interests in the common areas after a partial condemnation or partial destruction of the Condominium; or
 - (iv) terminate professional management, when required by any first mortgagee, and establish self-management by the Trust in lieu thereof.
- (b) Pursuant to Massachusetts General Laws Chapter 183A, the Unit Owner's share of common expenses shall constitute a lien upon the Unit and such lien shall have priority over all other liens, except municipal liens and first mortgages of record. Any fees, late charges, fines or interest that may be levied by the Board of Trustees in connection with the collection of unpaid assessments shall be subordinate to first mortgages of record as well.

- (i) Nothing contained in this Section 8 shall be deemed or construed to violate or impair the rights reserved in the Developer in and by the provisions of Sections 3, 7 and 19 of this Master Deed to amend this Master Deed so as to include additional Phases in the manner provided in Sections 3, 7 and 19 herein.
- (j) Reference is made to Section 19 contained herein which provides certain protections for first mortgagees in the event the Unit Owners seek to amend this Master Deed.
- (k) The Trust, and any aggrieved Unit Owner shall have a right of action in a court with appropriate jurisdiction, against Unit Owners who fail to comply with the provisions of the Master Deed, Trust or By-Laws, or the decisions made by the Trust.
- (l) Each Unit Owner shall have the benefit of and shall be subject to all of the rights and duties assigned to Unit Owners in this Master Deed, the Trust and the By-Laws. When there are unsold units in the project, the developer shall also enjoy the same rights and assume the same duties as they relate to each individual unsold unit.
- (m) Each Unit Owner shall have an unrestricted right of ingress and egress to his or her unit, and this right is perpetual so that it passes with the unit as transfers of ownership of the unit occur.

9. Use of the Units: Unless permitted otherwise by instrument in writing duly executed in accordance with the By-Laws of the Trust:

(a) No use may be made of any Unit except as a residence for the Owner thereof or permitted lessees and members of said Owner's or Lessees' immediate family, and no Unit nor any portion thereof may be used as a professional office or any other business related purpose whether or not accessory to such residential use, provided, however, that the Developer may, until all of said Units have been sold by said Developer, use any Units owned by the Developer as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units;

(b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, car port, 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 (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door

frames 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, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and

- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with any of the constituent documents of the Condominium, or any rules, regulations or amendments promulgated pursuant to the foregoing documents.

Said restrictions shall be for the benefit of the owners of all of the Units and the Trust and shall be enforceable by the Board of Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended 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.

- (d) Any lease or rental agreement of a condominium unit must be in writing, and must contain provisions that the tenant is subject to all of the requirements set forth in the Master Deed of Mariner Village Condominium, the Mariner Village Condominium Trust and the Mariner Village Condominium Trust By-Laws, all as amended.

10. Use of the Common Elements: Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations, and specifically may not be used to park trucks, commercial vehicles, trailers or boats. Outdoor parking is strictly limited to parking spaces as may be from time to time designated by the Trustees of the Mariner Village Condominium Trust, and outdoor parking elsewhere is prohibited.

11. Encroachments: If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of all or any portion of a Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, or (c) repair or restoration of the Common Elements of a Unit after damage by fire or other casualty, or (d) 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 in which the encroachment occurs shall stand.

12. Pipes, Wires, Flues, Ducts, Tables, Conduits, Public Utility Lines and Other Common Elements Located inside of the Units: Each unit owner shall have an easement in common with the owners of all Units to use all pipes, wires, ducts, flues,

cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have a reasonable right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

13. Title to Units Acquired by the Board of Trustees: In the event the Board of Trustees shall acquire title to a Unit in the Condominium, together with the interests appurtenant to such Unit, then title shall be held by the Board of Trustees, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

14. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations: 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, the Unit Deed, the By-Laws and the Rules and Regulations of the Trust as they exist now or as they may be amended from time to time, and the acceptance of a Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that

(a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they exist or as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and 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 and stipulated at length in each and every lease deed or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, or By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

15. Invalidity: The invalidity of any provisions 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

16. 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, regardless of the number of violations or breaches which occurs.

17. 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 nor the intent of any provision hereof.

18. 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 any case of the provisions stated above conflicting with the provisions of said statute, or the Declaration of Easements by the Developer of even date and recorded herewith, the provisions of said statute or the Declaration of Easements, as the case may be, shall govern.

19. Amendments:

(A) This Master Deed may be amended by an instrument in writing (i) signed by the owners of Units entitled to seventy-five percent (75%) or more of the Beneficial interests; (ii) signed and acknowledged by a majority of the Trustees of the Trust; and (iii) duly recorded with the Essex South District Registry of Deeds:

PROVIDED HOWEVER THAT:

1. No instrument of amendment shall be effective unless also signed by the Developer, so long as the Developer owns ten percent (10%) or more of the units in the condominium.

2. 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 and effect unless and until the same has been so received within six (6) months after such date;

3. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner or owners so altered;

4. No instrument of amendment affecting any one particular Unit subject to a first mortgage of record thereon held by a bank, credit union, insurance company, or any other lender, or a purchase money second mortgage held by the Developer or its assigns shall be of any force or effect unless the same has been assented to by such holder;

5. 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 Massachusetts General Laws, Chapter 183A shall be of any force and effect;

6. If the amendment involves a change in percentage interest, such vote shall be by one hundred percent (100%) in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units, PROVIDED HOWEVER, that the Developer or his successor in interest reserves the right to amend this Master Deed without the consent of any Unit Owner or any Mortgagee as to all or any portion of all future phases to be constructed on the land shown on the Plan referred to in Paragraph 3 of this Master Deed, so as to subject all or any portion of said phases to Chapter 183A of the General Laws of Massachusetts as part of this Condominium.

The Developer reserves the right for itself, its successors and assigns to construct the units in the proposed additional phases in styles other than those built in Phase I so long as the styles conform to applicable zoning by-laws and regulations. Further, the Developer reserves the right in itself, its successors and assigns to the option to divide a phase into two or more sub-phases, to add phases or sub-phases in other than numerical order and to add two or more phases to the condominium in one amendment. The Developer hereby reserves the right in itself, its successors or assigns to grant and accept easements to cross the ways and walkways constructed on condominium developments created separately from the Condominium created herein. The Developer, its successors, or assigns shall have the right prior to creating each phase to change the number, size, layout, location and percentage interest in the Common Elements of Units in future phases, provided that no change mentioned above in this paragraph shall alter substantially the relative effect of the percentage interest in Common Elements set forth in this Master Deed or any amendment thereto with respect to Units in Phase I, or any Phases which are submitted to the provisions of Chapter 183A of the General Laws of Massachusetts. Said additional phases shall become part of the Condominium, if at all, by amendment to this Master Deed. The designation of each Unit in said future phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the amendments creating said phases. Any such amendment shall contain with respect to future phases, all of the particulars required by said chapter 183A of the General Laws of Massachusetts.

From and after the recording of such amendments, the Condominium shall include the phases added by such amendments and the Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust. Similarly, the Common Elements of the Condominium shall then include the land described in this Master Deed and the land described in said amendments as well as the same elements and parts of buildings described in Section 6 herein. All taxes and other assessments relating to later Phases must be paid or provided for satisfactorily by the Developer prior to the addition of such Phases. All intended improvements in future phases will be substantially completed prior to annexation and will be consistent with initial improvements in terms of quality of construction.

The foregoing notwithstanding, the proposed additional phases, if added at all to the Condominium, shall be added within seven (7) years of the date of recording of this Master Deed. The Developer reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent phases of the Condominium.

In furtherance of the reservation of rights identified in this Section 19 (A) of the Master Deed a power coupled with an interest is hereby reserved and granted to Developer by each unit owner to effect the purposes of this Section. Each deed, mortgage, other evidence or obligation, or other instrument affecting a unit and the acceptance thereof, shall be deemed to be grant and acknowledgment of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each unit owner.

(B) Developer specifically reserves the right and power to record a special amendment ("Special Amendment") to the Master Deed at any time and from time to time which amends the Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownership;

(iii) to bring the Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in the Master Deed or any exhibit thereto or any supplement or amendment thereto.

(C) In furtherance of the reservation of rights identified in sub-paragraph (B) above a power coupled with an interest is hereby reserved and granted to Developer by each Unit owner to effect the purposes of said paragraph. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each Unit owner. The right of the Developer to act pursuant to rights reserved or granted under sub-paragraph (B) herein shall terminate at such time as the Developer no longer holds or controls title to a Unit.

(D) The Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

20. Granting of Easements: The Board of Trustees are empowered to grant, by majority vote, easements, permits and licenses over the common elements for utilities, roads, walking paths, driveways and other purposes reasonably necessary or useful for the operation of the Condominium.

21 Unsold Units: When there are unsold units in the condominium project, the Developer shall enjoy the same rights and assume the same duties as they relate to each individual unsold unit.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 7th day of DECEMBER, 1998.

FOR AUTHORITY SEE MARINER DEVELOPMENT CORP.
BOOK BOOK 13185
PAGE 579 BY: [Signature]
ESSCX SOUTH RICHARD E. TERRILL, Senior Vice President and
REGISTRY OF DEEDS Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. DECEMBER 7, 1998

Then personally appeared the above-named Richard E. Terrill, Senior Vice President and Chief Financial Officer of Mariner Development Corp. and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me.

Notary Public: [Signature]
My Commission Expires: 9-20-2008

**SCHEDULE A
OF
MARINER VILLAGE CONDOMINIUM
MASTER DEED**

**DESCRIPTION OF THE LAND
PHASE I**

A certain parcel of land in Salem, Essex County, Massachusetts described as follows:

Phase I, Area = 67,264 +/- sf. or 1.5442 Acres, located on Whalers Lane as shown on a plan of land entitled "Mariners Village Condominium Phase I Site Plan of Land in Salem, Property of Fafard Real Estate and Development Corp., 290 Elliot Street, Ashland, Mass., Scale 1" = 20', November 28, 1995, North Shore Survey Corporation, 47 Linden Street, Salem, MA" recorded herewith as Plan _____.

Developer reserves the fee interest in Whalers Lane, Salem, MA.

Terms and provisions of Deed from Barbara Keeley, Trustee of the Highland Realty Trust to Stephen R. Weiner and Julian Cohen, Trustees of Salex Realty Trust dated October 9, 1975 recorded with said Registry in Book 6187, Page 179;

Decision of Board of Appeals on Petition of Highland Realty Trust recorded with said Registry in Book 6151, Page 499;

Questions as to the marketability of title and the identity of record of the trustee(s) of Highland Realty Trust arising by reason of lack of certificate of Delphine Blanchard as Trustee of Highland Realty Trust identifying as all of the beneficiaries of said trust those persons who removed her as such trustee and appointed Grace B. McGettrick as successor Trustee;

Decision of the City of Salem Planning Board in re: Application of The Fafard Companies dated March 15, 1984, recorded with said Registry in Book 7509, Page 173 and filed with said Registry District as Document No. 196804;

Agreement between Delphine Blanchard, Trustee of the Highland Realty Trust and Ledgemere Condominium Corporation, dated May 20, 1982, recorded with said Registry in Book 6955, Page 666;

Order of Conditions of the Salem Conservation Commission dated January 12, 1984, recorded with said Registry in Book 7323, Page 228;

Decision of the Salem Planning Board dated March 15, 1984 recorded with said Registry in Book 7448, Page 222;

Decision of the Planning Board of the City of Salem dated May 23, 1984, recorded with said Registry in Book 7467, Page 123;

Decision of the City of Salem Planning Board dated March 15, 1984, recorded with said Registry in Book 7509, Page 173 and filed with said Registry District as Document No. 196804;

Order of Conditions of the Department of Environmental Quality Engineering dated October 4, 1984 recorded with said Registry in Book 7548, Page 383;

Easement from Grace B. McGettrick, Trustee of the Highland Realty Trust to New England Telephone and Telegraph dated October 17, 1984, recorded with said Registry in Book 7601, Page 215;

Easement from Grace B. McGettrick, Trustee of the Highland Realty Trust to Massachusetts Electric Company dated June 7, 1985, recorded with said Registry in Book 7793, Page 164;

Easement from Grace B. McGettrick, Trustee of the Highland Realty Trust to New England Telephone and Telegraph Company dated June 28, 1985, recorded with said Registry in Book 7824, Page 83;

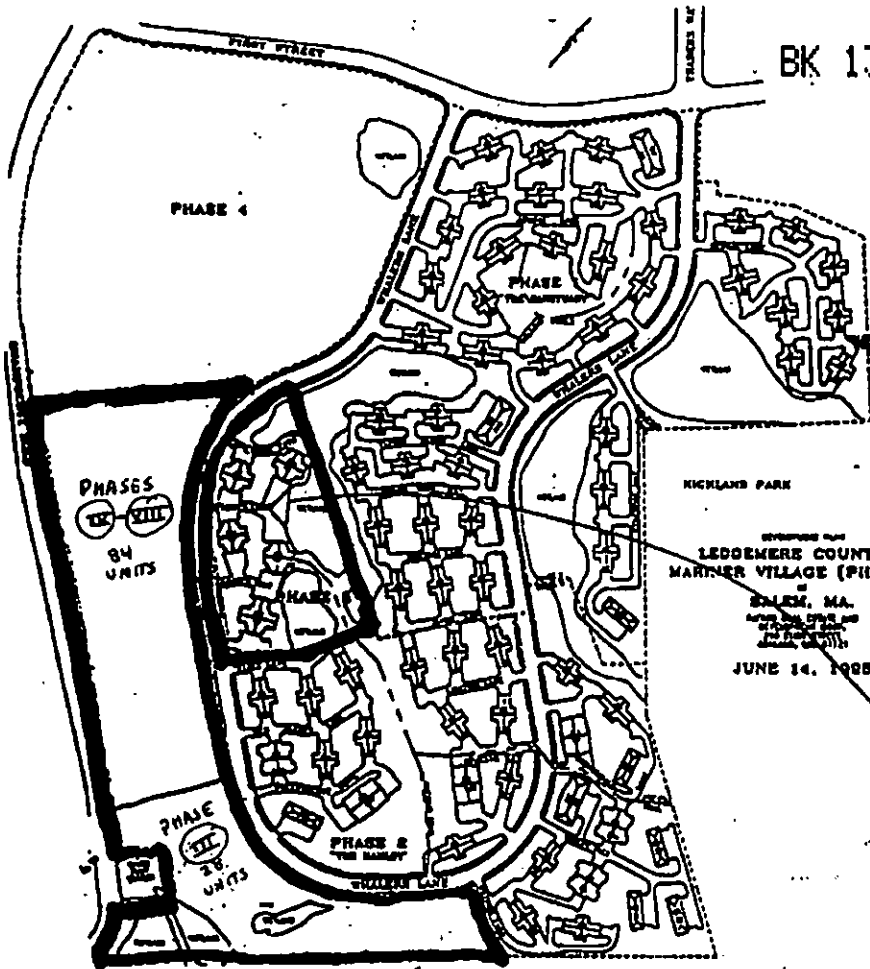
Easement from Grace B. McGettrick, Trustee of Highland Realty Trust to New England Telephone and Telegraph Company dated January 24, 1986, recorded with said Registry in Book 8115, Page 12;

So much of the Premises as is included within Whalers Lane as shown on the Plan is subject to the rights of others to use the same for all purposes for which streets and ways are used in the City of Salem and the rights of others to install, maintain, repair and replace water and sewer conduits, utility lines, storm drains, and other customary street improvements on and in said Whalers Lane;

Rights of drainage granted in Deeds of Grace B. McGettrick, Trustee of the Highland Realty Trust to Ledgemere Condominium Corporation dated June 19, 1986, recorded with said Registry in Book 8336, Page 1, dated July 21, 1986, recorded with said Registry in Book 8409, Page 483 and dated June 24, 1987, recorded with said Registry in Book 9048, Page 144 and in Deeds of Margaret Burke, Trustee of the Highland Realty Trust, to Ledgemere Land Corporation dated October 31, 1989, recorded with said Registry in Book 10216, Page 143, and dated January 25, 1990, recorded with said Registry in Book 10386, Page 158; and in Deed of Margaret Burke, Trustee of the Highland Realty Trust to Howard A. Fafard, dated July 15, 1991, recorded with said Registry in Book 10907, Page 519;

Easement Agreement from Margaret Burke, Trustee of the Highland Realty Trust to Ledgemere Condominium Corporation, dated June 18, 1987, recorded with said Registry in Book 9048, Page 146.

BK 13319 PG 162



DEVELOPER PLAN
LEDGEMERE COUNTRY
MARINER VILLAGE (PHASE 9A)
SALEM, MA.
APRIL 20, 1988, and
JUNE 14, 1988
JULY 14, 1988

PHASE I 12 UNITS
PHASE II 8 UNITS

SCHEDULE B
OF
MARINER VILLAGE CONDOMINIUM MASTER DEED

DESCRIPTION OF THE BUILDINGS- PHASE I

There are three buildings in Phase I. Buildings 136,137 and 138 are each conventional wood frame buildings with cast in place concrete foundations.

SCHEDULE C

BK 13319 PG 164

THE MARINER VILLAGE CONDOMINIUM MASTER DEED

DESCRIPTION OF THE UNITS - PHASE I

BUILDING AND TOTAL UNIT AREA UNIT NO.		DESCRIPTION OF ROOMS	ACCESS
136A	2,434 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
136B	2,434 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
136C	2,093 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
136D	2,093 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
137A	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
137B	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
137C	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
137D	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
138A	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
138B	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
138C	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1
138D	2,403 +/- sf	G,U,E,LR,FP,BATH,C,K,DECK,BR BATH,C,C,C,BATH,BR,BATH,FP	1

See Floor Plans for Mariner Village Condominium

Phase I "Building 136 Units 136A,136B,136C,136D,
Building 137 Units 137A,137B, 137C,137D,
Building 138 Units 138A,138B,138C,138D
in Salem, Scale 1" =8', November 28, 1995 North Shore Survey
47 Linden Street, Salem, MA.," recorded herewith.

Legend

BR - Bedroom
BATH-Bathroom
LR - Living Room
DR - Dining Area
K - Kitchen
C - Closet
G - Garage
E - Entry
FP - Fireplace
Deck - Deck
U- Utility Room

Access Key

1. Front yards, side yards,
walkways, and driveways.

BK 13319 PG 165

The areas stated do not include the outside decks, balconies, or porches contiguous to the unit.

The Boundaries of each of the Units with respect to the fireplace (if any), floors, ceilings, and the walls, doors and windows thereof, are as follows:

1. Floors Ceilings

(a) Basement level: The upper surface of the concrete floor slab in the basement to the lower surface on the first floor joists or the concrete first floor slab (as the case may be).

(b) First Floor Level: The upper surface of the first floor joists or the upper surface of the first floor concrete slab (as the case may be) to the lower surface of the second floor joists or to the lower surface of the concrete second floor slab or to the lower surface of the roof rafters, as the case may be.

(c) Second Floor Level: The upper surface of the second floor joists or the upper surface of the concrete second floor slab, (as the case may be), to the lower surface of the roof rafters or the lower surface of the concrete slab, as the case may be.

(ii) Walls: The surface facing the Unit of the concrete basement walls and the plane of the surface of the wall studs facing the Unit with respect to walls above the basement level;

(iii) Doors and Windows: As to doors, the exterior surface thereof, as to windows, the exterior surface of the glass and of the window frames.

(iv) Fireplace: The exterior vertical surface of the raised hearth and the horizontal surface of both the outer and inner hearth to the enclosing vertical surface of firebrick, up to but not including the lower surface of the closed damper.

The inner vertical surface of the face brick up to but not including the lower surface of the mantle piece above the fireplace.

SCHEDULE D
OF
THE MARINER VILLAGE CONDOMINIUM MASTER DEED
PERCENTAGE INTERESTS

BUILDING #	PHS I (112)	PHS II (20)	PHS III (48)	PHS IV (64)	PHS V (80)	PHS VI (96)
UNIT #						
136A	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
136B	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
136C	7.8750	4.7300	1.9369	1.4540	1.1608	.9703
136D	7.8750	4.7300	1.9369	1.4540	1.1608	.9703
137A	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
137B	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
137C	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
137D	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
138A	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
138B	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
138C	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432
138D	8.4250	5.0300	2.0897	1.5660	1.2522	1.0432

The percentage interest in the common elements not assigned to Phase I is reserved for the other phases of the Condominium. Developer reserves the right to change the order of phases added to the condominium, or subphases thereof.

SCHEDULE D

BK 13319 PG 166.1

OF

THE MARINER VILLAGE CONDOMINIUM MASTER DEED

PERCENTAGE INTERESTS

<u>BUILDING #</u>	<u>PHS VII (112)</u>	<u>PHS VIII (132)</u>
<u>UNIT #</u>		
135A	.8939	.7584
136B	.8939	.7584
136C	.8245	.7040
136D	.8245	.7040
137A	.8939	.7584
137B	.8939	.7584
137A	.8939	.7584
137B	.8939	.7584
138A	.8939	.7584
138B	.8939	.7584
138A	.8939	.7584
138B	.8939	.7584

The percentage interest in the common elements not assigned to Phase I is reserved for the other phases of the Condominium. Developer reserves the right to change the order of phases added to the condominium, or subphases thereof.