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MASTER DEED
OF
FIFTY-SEVEN MAIN PLACE CONDOMINIUM

This MASTER DEED of FIFTY-SEVEN MAIN PLACE CONDOMINIUM, made this 17th day of March, 1987, WITNESSETH THAT:

I, Paul J. Gagliardi, Trustee of Meridian Realty Trust under Declaration of Trust dated October 8, 1986 and recorded in Essex South District Registry of Deeds in Book 8569, Page 575, of Amesbury, Massachusetts, hereinafter called the Declarant, being the sole owner of certain premises in Amesbury, Essex County, Commonwealth of Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and propose to create and do hereby create, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end I hereby declare and provide as follows:

I. Name of Condominium

The name of the condominium shall be Fifty-Seven Main Place Condominium.

II. Description of Land

The premises which constitute the condominium hereby established comprise the land, together with the buildings and improvements thereon and to be constructed thereon, as shown on a Site Plan entitled "Site Plan of Land, Fifty-Seven Main Place Condominium in Amesbury, Mass., for Meridian Realty Trust, Scale: 1" = 10', February 27, 1987, Revision 3-9-87" by W.C. Cammett Engineering, Inc., to be recorded herewith, and is bounded and described as set forth in Exhibit A attached hereto and made a part hereof by reference.

Said premises are conveyed subject to and with the benefit of all rights, easements, restrictions, appurtenances, agreements, and reservations of record, if any, insofar as the same are now in force and applicable and subject to and with the benefit of the rights and easements reserved by the Declarant as described in this Master Deed.

III. Definitions

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

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IV. Description of Buildings

There is one (1) currently existing building, containing a total of six (6) residential units and three (3) commercial units, on the premises comprising the condominium. The location of said building and the units therein and of the accessways are shown on the Site Plan hereinabove referred to.

The building is constructed principally of a brick and stone foundation, wood frame, brick siding and a rubber roof.

The building consists of three stories plus a basement.

V. Description of Units and Boundaries

The nine (9) units of the condominium and a statement of their locations, approximate areas, number of rooms, immediate common areas to which they have access and other descriptive specifications thereof are shown on Exhibit B attached hereto and made a part hereof by reference.

All of the residential units in the condominium are of the same residence type and contain and include the following: A kitchen, a living room, a dining room, a full bathroom and two bedrooms. In addition, Units 2, 3, 5 and 6 include a half bathroom.

The commercial units in the condominium consist of one room. In addition, Units 7 and 8 include a bathroom and Unit 7 includes a storage area.

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

- (a) Floors: The upper surface of the subflooring.
- (b) Ceilings: The plane of the lower surface of the ceiling joists.
- (c) Interior Building Walls between Units: The plane of the surface facing such unit of the wall studs.
- (d) Exterior Building Walls, Doors, and Windows: As to exterior walls, the plane of the interior surface of the wall studs; as to doors providing access and egress to the unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the window or panel frames.

*We own
out
windows*

VI. Modification of Units

The owner of a unit may not, at any time, make any changes or modifications to the exterior of said unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same has been

approved by a majority of the Board of Trustees of the Fifty-Seven Main Place Condominium Trust as hereinafter described and in accordance with the terms of the by-laws thereof. The owner of any unit may, at any time and from time to time, change the use and designation of any room or space within such unit, subject always to compliance with all applicable rules, regulations, ordinances, and laws of the Town of Amesbury and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (a) the owners of any unit may, at any time or from time to time, modify, remove, and install nonbearing walls lying wholly within such unit, and (b) the owner or owners of two or more contiguous units held in common ownership may install connecting openings in the wall or walls between such contiguous units. Any and all work with respect to installation of interior nonbearing walls, the installation of connecting openings in walls between contiguous units, or other improvements shall be done in good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted to the Board of Trustees of the Fifty-Seven Main Place Condominium Trust, in accordance with the terms of the by-laws thereof, which approval shall not be unreasonably withheld or delayed.

VII. Unit Appurtenances

Each unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of sections XII and XIII of this Master Deed and the provisions of the by-laws of the Fifty-Seven Main Place Condominium Trust and the rules and regulations promulgated pursuant thereto, to use all heating, ventilating, and air-conditioning equipment and facilities that serve only such unit, including the heat pump serving said unit. The heating, ventilating, and air-conditioning equipment that serves only a single unit shall be maintained, repaired, and replaced, as necessary, by and at the sole and separate expense and risk of the owner of such unit.

The six (6) residential units shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of sections XII and XIII of this Master Deed and the provisions of the by-laws of the Fifty-Seven Main Place Condominium Trust and the rules and regulations promulgated pursuant thereto, to use the deck area immediately adjacent to the rear of Units 1, 2 and 3. The deck shall be maintained, repaired, and replaced, as necessary, by and at the sole and separate expense and risk of the owners of the residential units.

Provided, however, that whenever, pursuant to the terms hereof, maintenance, repairs, and replacements are to be done at the sole and separate expense and risk of the owner of a unit or units, (a) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the by-laws of the Fifty-Seven Main Place Condominium Trust and the rules and regulations promulgated with respect thereto, and (b) if the owner of any such unit or units shall fail or neglect to so maintain any such facility or area in a proper manner, said Trustees of the Fifty-Seven Main Place

Condominium Trust may do so and charge such unit owner or owners for the cost thereof and the cost of such work shall constitute a lien upon such unit or units and the unit owner or owners shall be personally liable therefor in addition to his share of the common expenses.

VII. Common Areas and Facilities

The common areas and facilities of the condominium comprise and consist of

- (a) the land described in the foregoing Article II hereof together with the benefit of and subject to the rights and easements referred to in Article II hereof and the rights and easements reserved by the Declarant as described in this Master Deed;
- (b) those portions of the building not included within the boundaries of the units contained therein, including the foundations, structural columns, girders, beams, supports, exterior walls, party walls and common walls, and roof of the building;
- (c) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, located without the units and all such facilities located within any unit that serve parts of the condominium other than the unit within which such facilities are contained; as to sewage disposal systems and utility conduits, lines, pipes, and wires, the right and easement to use the same shall be included as part of the common areas and facilities;
- (d) the basement of the Building;
- (e) the walkways on the land referred to in clause (a) hereof, and the improvements thereon and thereof, including walls, railings, steps and lighting fixtures;
- (f) all other elements and features of the condominium property, however designated or described, excepting only the units themselves as herein defined and described, and all other items, listed as common areas and facilities in Chapter 183A of the Massachusetts General Laws and located on the property and not referred to herein.

windows
 concrete
 foundation
 at base
 unit or
 replace
 inside
 direct
 repair
 =
 windows

Said common areas and facilities shall be subject to the provisions of the by-laws of the Fifty-Seven Main Place Condominium Trust, hereinafter referred to, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

In addition to and not in limitation of the rights of unit owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each unit shall have, as

appurtenant to such unit, the rights and easements, in common with the owner or owners of all other units and subject to like rights and easements appurtenant to such other units, to use the common areas and facilities including, without limiting the generality thereof, all conduits, ducts, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to

- (a) the exclusive rights and easements herein granted to particular units in certain facilities;
- (b) the restrictions and other provisions herein set forth; and
- (c) the rules and regulations promulgated by the Board of Trustees of Fifty-Seven Main Place Condominium Trust.

The Trustees of the Fifty-Seven Main Place Condominium Trust shall have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of unit owners, to such areas of each unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair, and replacement of common areas and facilities, and correction, termination, and removal of acts or things that interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws.

The Trustees of the Fifty-Seven Main Place Condominium Trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, (add to,) and alter the utility and service lines and facilities, lawns, trees, plants, and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; no unit owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

IX. Encroachments

If any portion of the common areas and facilities encroaches upon any unit or any unit encroaches upon any other unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same, so long as the building stands, shall exist. If any building, any unit, any adjoining unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any unit or of any unit upon any other unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

X. Floor Plans of Units

Simultaneously with the recording hereof there has been recorded a set of the floor plans of the buildings and units included in the condominium, showing the layout, locations, unit designations, and dimensions of the units, stating the designation of each building, and bearing the verified statement of a registered professional engineer certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units, as built. Said floor plans are captioned "Floor Plan, Fifty-Seven Main Place Condominium, Main Street, Amesbury, Mass., Owner/Applicant: Meridian Realty Trust, Engineers: W.C. Cammett Engineering, Inc., 297 Elm Street, Amesbury, Mass."

XI. Percentage Interests in Common Areas and Facilities

Each unit of the condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage herein specified therefor as set forth in Exhibit C attached hereto and made a part hereof by reference. The determination of the percentage interest of the respective units in the common areas and facilities have been made upon the basis of the approximate relation that the fair value of each unit on the date hereof bears to the aggregate fair value of all the units in the condominium on the date hereof.

XII. Purposes of Units

The purposes for which the building and the units and other facilities are intended to be used are as follows:

(a) Units 1-6 are intended to be used solely for residential purposes, subject to the restrictions set forth in the following Section XIII; provided, however, that such units may be used by the Declarant hereof for other purposes temporarily pursuant to the provisions of, and subject to the limitations set forth in, the following Section XII(b).

(b) As provided in the foregoing Section XII(a), and notwithstanding the provisions of the following Section XIII, the Declarant hereof may (1) let or lease units that are owned by him, and (2) use any unit owned or leased by him as a model for display, as an office, or as a storage area, for purposes of construction, sale, or leasing of units, insofar as permitted by applicable law and governmental regulations.

(c) Units 7-9 are intended to be used solely for office, retail or other commercial purposes.

XIII. Restrictions of Use of Units

1. Units 1 through 6 of the condominium shall be subject to the restrictions that:

(a) No such unit shall be used for any purpose other than as a dwelling.

(b) No business activities of any nature shall be conducted in any such unit, except (1) as provided in Paragraph (b) of Section XII, hereof, and (2) that a person residing in any such unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain therein an office for his or her personal and professional use, but no employees or persons other than a resident of such unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for services to clients or patients.

(c) Dogs, cats, or other pet animals or birds shall not be kept in any such unit in such number or of such type as to be noisome or offensive to occupants of other units and shall be suitably controlled, leashed, or caged whenever they are on the condominium premises outside the interior of any unit.

2. All units and the common areas and facilities of the condominium shall be subject to the restrictions that:

(a) The units and Common Elements shall be used only for purposes consistent with their design.

(b) Each unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Element or the enjoyment thereof by the owners of other units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed that is in violation of the by-laws or rules and regulations of the Fifty-Seven Main Place Condominium Trust or that unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Property by other unit owners or occupants or that requires (unless the Trustees consent thereto) any alteration of or addition to any Common Element.

(d) Said units may be leased for use by other than the owners thereof provided (1) the lease is in writing; (2) the lease is for not less than the entire unit; (3) the lease is not for transient or hotel purposes; (4) the term of any such lease is no less than thirty (30) days; (5) such leasing is specifically made subject to the provisions of this Master Deed, the Condominium Trust, and by-laws and all rules and regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder; and (6) such lessee executes a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe and be bound by the same. The foregoing provisions, however, shall not apply to leasing of units by Declarant prior to the initial sale thereof.

(e) The architectural integrity of the building and the units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, without the prior written approval of the Trustees of the Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania, or other decoration shall be done on any exterior part or surface of any unit; provided, however, that the provisions of this subparagraph (e) shall not restrict the right of unit owners to decorate the interiors of their units as they may desire.

(f) All maintenance and use by unit owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and building without modification.

(g) All use and maintenance of such units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the provisions with respect thereto from time to time promulgated by the Trustees of the Condominium Trust and in accordance with the provisions of the by-laws of said Condominium Trust.

(h) No improper, offensive, or unlawful use shall be made of the units or any part thereof, and all applicable laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all units owners.

(i) No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Trustees in accordance with the by-laws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the by-laws, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Trustees in accordance with the by-laws, or with respect to any policy of insurance carried independently by any unit owner in the Building as permitted by the by-laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated unit in the Building, by reason of anything that is done or kept in a particular unit, or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Trustees, or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this Master Deed or the by-laws, the unit owner of that particular unit shall reimburse the Condominium Trust and such other unit owners respectively for the resulting additional premiums, which shall be payable by the

Trustees or such other unit owners as the case may be. The amount of any such reimbursement due the Condominium Trust, may without prejudice to any other remedy of the Trustees, be enforced by assessing the same to that particular unit as a Special Common Charge under the by-laws.

(j) No unlawful use shall be made of the property or any part thereof, and all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the unit owner or owners, or the Trustees, as the case may be, whichever shall have the obligation under the by-laws to maintain and repair the portion of the Property affected by any such Legal Requirements. Each unit owner shall give prompt notice to the Trustees of any written notice it receives of the violation of any Legal Requirement affecting its unit or the Property. Notwithstanding the foregoing provisions, any unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Property that such unit owner is obligated to maintain and repair, and the Trustees shall cooperate with such unit owner in such proceedings, provided that:

- (i) Such unit owner shall pay and shall defend, save harmless, and indemnify the Trustees, the Condominium Trust, and each other unit owner against all liability, loss, or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorney's fees and other expenses reasonably incurred; and
- (ii) Such unit owner shall keep the Trustees advised as to the status of such proceedings.

Such unit owner need not comply with any Legal Requirement so long as it shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Trustees may also contest any Legal Requirement without being subject to the foregoing conditions as to the contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to deferral of compliance. The costs and expenses of any contest by the Trustees shall be a Common Expense as defined in the by-laws. The amount due the Trustees and the Condominium Trust under the foregoing obligation of a unit owner to defend, save harmless and indemnify the Trustees and the Condominium Trust may, without prejudice to any other remedy of the Trustees and the Condominium Trust, be enforced by assessing the same to the unit or units of such unit owner as a Special Common Charge under the by-laws.

(k) If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Building as a whole) shall be required for the proper and lawful conduct of business in Units 7, 8 and 9, and if failure to secure such license or permit would in any way affect any other unit or the owner thereof or the Trustees of Fifty-Seven Main Place Condominium Trust, the owner of such particular unit at its expense shall procure and maintain such license or permit, submit the same to inspection by the Trustees and comply with all the terms and conditions thereof.

(l) No unit owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents, or flues of the Building that might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive.

(m) All data processing, computer, graphic arts and printing facilities, business machines and equipment, kitchen equipment, and all other mechanical equipment installed in any unit shall be so designed, installed, maintained, and used by the owner and occupant of such unit, at the expense of such owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors, and other objectionable transmissions from such unit to any other area of the Building.

Said restrictions shall be for the benefit of the owners of all of the condominium units and the Trustees of Fifty-Seven Main Place Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof. Said restrictions may be implemented and further defined by rules and regulations promulgated by the Trustees of the Fifty-Seven Main Place Condominium Trust pursuant thereto.

XIV. Amendment of Master Deed

This Master Deed may be amended by an instrument in writing (1) signed by the owners of units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities; or (2) signed by the Trustees of the Fifty-Seven Main Place Condominium Trust pursuant to Article IX, Section 2, of the Condominium Trust; and (3) duly recorded with the Essex South District Registry of Deeds; PROVIDED, HOWEVER, that:

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

- (b) no instrument of amendment which alters the dimensions of any Unit or affects the use of the Unit or the exclusive use of a common area reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owners of the Unit so affected;
- (c) no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the Owners of all of the Units and said instrument is therein designated as an Amended Master Deed; provided, however, that this Paragraph (c) shall not apply to an instrument of amendment whereby two or more contiguous Units which are owned by the same person or persons are combined or altered to form one or more Units with different dimensions if the aggregate percentage of ownership in the common areas and facilities of said Units after said combination or alteration shall equal the aggregate percentage of ownership in the common areas and facilities of said Units which existed prior to such alteration or combination even though the percentage of ownership in the common areas and facilities assigned a particular combined or altered Unit may have been changed to reflect the alteration or combination;
- (d) no instrument of amendment affecting the Unit in a manner which impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such first mortgage and no instrument of amendment which relates to matters described in Article X of the Condominium Trust shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Article X; and
- (e) no instrument of amendment which alters the Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

XV. Organization of Unit Owners

The Trust through which the unit owners will manage and regulate the condominium established hereby is the Fifty-Seven Main Place Condominium Trust under Declaration of Trust, dated March 17, 1987, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all unit owners shall be members and in which such unit owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The original and present Trustees thereof are Mark E. Wojcicki and Christian F. Gannett, both of Amesbury, Massachusetts.

Said Trustees have enacted by-laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of Massachusetts.

XVI. Applicability of Chapter 183A

The units and the common areas and facilities, and the unit owners and Trustees of the Fifty-Seven Main Place Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said Declaration of Trust of the Fifty-Seven Main Place Condominium Trust and the by-laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the condominium premises or any portion thereof from the provisions of said Chapter 183A.

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 Trust and by-laws, and the rules and regulations, as they may be amended from time to time, and the items affecting the title to the property as set forth herein. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, by-laws, and the rules and regulations, as they may be amended from time to time, and the said items affecting title to the property 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 deed or conveyance or lease or occupancy thereof. In furtherance of the foregoing and not in limitation thereof, the Trustees of the Fifty-Seven Main Place Condominium Trust shall have the power and right to terminate any lease or occupancy arrangement and to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of this Master Deed, the Trust, by-laws, or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

XVII. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

XVIII. 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.

XIX. 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.

XX. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto that are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

XXI. Declarant's Reservation of Rights; Assignment of Declarant's Rights

In addition to all other rights of Declarant hereunder, Declarant reserves unto himself, his agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the right and easement to use, occupy, and alter, for construction purposes only, the land described in Article II for all purposes necessary or desirable in order to construct the condominium units thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others.

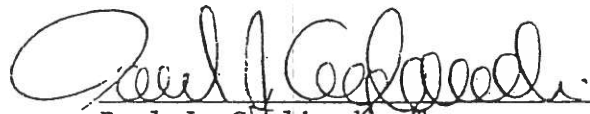
Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto himself, his agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the condominium units is conveyed of record by the Declarant: the right of access, ingress, and egress, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant over and upon the land described in Article II hereof and the common areas and facilities; the right to lay, maintain, repair and replace, construct, and install all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the condominium units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the condominium units and the common areas and facilities; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by unit owners of common

areas and facilities to facilitate construction or for purposes of safety (provided, of course, no unit owner shall be denied at least one means of access to his or her unit during such periods of restriction); the right to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; the right to interrupt for brief intervals of time, water, electric, and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the units or common areas and facilities under construction; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the condominium units and the common areas and facilities.

If the Declarant determines that a typographical error, misnomer, inadvertent omission or any other error has been made in this Master Deed or any amendment thereto, the Declarant shall have the right, and hereby reserves the right, to correct any such error by an instrument executed by the Declarant making reference to this Article XXI, and upon such instrument being recorded with the Registry of Deeds, such error shall be deemed to have been corrected as fully and with the same force and effect as if such error were not ever made. No such amendment, however, shall materially affect any substantive rights or interest of any unit owner in his unit or the common areas and facilities.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of his rights and reserved rights hereunder and in the by-laws at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

Witness the execution hereof under seal as of the day and year first above written.


 Paul J. Gagliardi, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

March 17, 1987

Then personally appeared the above-named, Paul J. Gagliardi, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me.

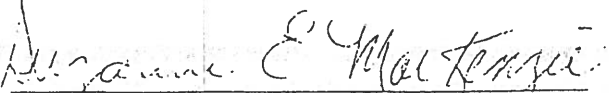

 Suzanne E. MacKenzie, Notary Public
 My Commission Expires: 10/9/92

Exhibit A

A certain parcel of land together with the building thereon situated on the Westerly side of Main Street in Amesbury, Essex County, Massachusetts, being shown on a plan entitled "Site Plan of Land, Fifty-Seven Main Place Condominium in Amesbury, Mass., for Meridian Realty Trust, Scale: 1" = 10', February 27, 1987, Revision 3-9-87", said plan being recorded in Essex South District Registry of Deeds herewith and said parcel being more particularly bounded and described as follows:

Beginning at the Northeasterly corner thereof and at land now or formerly of John C. Fuller; thence running

SOUTH 23° 19' 56" West along the Westerly side of Main Street 66.34 feet to a point at land now or formerly of St. Jean Baptiste Council #14 of Amesbury, Inc.; thence turning and running

NORTH 76° 41' 07" West along said land of St. Jean Baptiste Council #14 of Amesbury, Inc. 73.50 feet to a point; thence turning and running

NORTH 03° 24' 18" West along land now or formerly of Warren A. Slack 22.17 feet to a point; thence turning and running

NORTH 67° 22' 16" East along land now or formerly of Angus MacKay 25.77 feet to a point; thence running

NORTH 57° 52' 24" East along a passageway 2.57 feet; thence running

NORTH 68° 26' 19" East along land now or formerly of John C. Fuller 19.40 feet to a point; thence turning and running

NORTH 16° 44' 53" East along said Fuller land 26.50 feet to a point; thence turning and running

SOUTH 65° 13' 11" East along land now or formerly of Fuller 52.30 feet to the point and place of beginning.

The above described premises are conveyed together with a right of way over land now or formerly of Hanley as defined by the final decree recorded with Essex South District Registry of Deeds in Book 3552, Page 398.

The above described premises are conveyed together with and subject to the rights contained in an agreement between Albert L. Riopel and Union Saint Jean Baptiste Council #14 of Amesbury, Inc. dated October 25, 1985 and recorded in Essex South District Registry of Deeds in Book 7980, Page 151.

The above described premises are conveyed together with and subject to the rights contained in an easement agreement between John C. Fuller and Paul J. Gagliardi, Trustee of Meridian Realty Trust, dated March 4, 1987 and recorded in Essex South District Registry of Deeds immediately prior hereto.

For the title of Meridian Realty Trust, see deed dated October 15, 1986 and recorded in Essex South District Registry of Deeds in Book 8569, Page 583.

Exhibit B

Unit Designation	Number of Rooms	Approximate Square Foot Area
1	5	840
2	5	945
3	5	870
4	5	915
5	5	930
6	5	880
7	1	970
8	1	1,550
9	1	1,280

The number of rooms stated for Units 1-6 include a kitchen, living room, dining room and two bedrooms. In addition to the number of rooms stated, Units 1 and 4 include one bathroom and Units 2, 3, 5 and 6 include one and one-half bathrooms.

In addition to the one room stated for Units 7, 8 and 9, Units 7 and 8 include one bathroom. Unit 7 also includes a storage area.

The immediate common area to which Units 1, 2, 3, 4, 5 and 6 have access to is the hallway and the rear deck. The immediate common area to which Units 7, 8 and 9 have access to is the front sidewalk.

Common Area Access

Exhibit C

Unit Designation	Percentage Interest
1	10.47
2	11.74
3	10.47
4	11.18
5	12.12
6	11.80
7	8.22
8	12.00
9	12.00
	<hr/>
	100.00