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CLEVELAND PLACE CONDOMINIUM

Master Deed

CONDOMINIUM MASTER DEED
CLEVELAND PLACE CONDOMINIUM

(a) **Creation of Condominium**

The undersigned, Cleveland Apartments, LLC, a Massachusetts limited liability company formed in accordance with the provisions of Massachusetts General Laws, having a principal place of business at 40 Appleton Street, Cambridge MA 02138, (the "Declarant"), being the sole owner of the land with the Buildings thereon with the post office address of 16-17 Cleveland Place, Gloucester, Massachusetts , described on Exhibit A which is attached hereto and hereby 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, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"), and does hereby state it proposes to create, and does hereby create, a condominium (the "Condominium") with respect to the Subject Property, to be governed by and subject to the provisions of the Act.

(b) **Description of Land**

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the Buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending three (3) years next after the date on which this Master Deed 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 (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all Buildings for (a) satisfying any special permit or variance requirement for the Town of Gloucester, Massachusetts and (b) installing cable television lines and utilities serving the Units and the common areas and facilities 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 cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium Buildings.

(c) **Description of Buildings**

There are two Buildings containing residential units ("Buildings") and one auxiliary building on the Land at 16-17 Cleveland Place, Gloucester. The Buildings are described on Exhibit B which is attached hereto and hereby incorporated herein by reference and made a part hereof. The Buildings each contain two floors. Each floor in each building contains eight (8) residential units ("Units"). The Buildings are wood frame. The interior walls are drywall. The roof is shingle.

(d) **Description of Units and Heating Systems.**

The unit designation of each Unit, and a 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.

I. Unit Boundaries

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

(i) Floors: The upper surface of the sub-flooring;

(ii) Ceilings: The plane of the underside surface of the studs in the ceiling;

(iii) Exterior Walls without Windows or Glazing: The plane of the surface facing the Unit of the studs behind the interior surface of the exterior wall.

(iv) Interior Walls: The centerline of the wall between Units and between Units and the common areas and facilities.

(v) Exterior Walls Consisting in Whole or in Part of Windows, Glazed Doors or other Glazing Area: The plane of the surface facing the Unit of the studs behind the interior surface of the exterior wall. If any part of a wall contains a window or glazing area, however small such window or glazing area may be in relation to the area of the wall in which it is located, the boundary is nevertheless the plane of the exterior surface of the glass. Notwithstanding the boundary definition in the two preceding sentences, the Unit Owner shall be responsible for the maintenance, repair and replacement of all windows, glazed doors and other glazing areas, and unglazed doors, in interior and exterior walls of the Unit including but not limited to those which open from the Unit.

(vi) Pipe Chases, Shafts or Other Enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or

conduits within such pipe chase, shaft or other enclosure which serve more than one Unit are a part of the common areas and facilities.

(vii) Skylights. There is appurtenant to each second floor Unit the right to install one or more skylights at the unit owner's sole cost, risk and expense. Prior to installing any skylight, the owner of such unit shall submit to the Trustees of the Condominium Trust for structural, architectural and safety review and approval (which approval shall not be unreasonably withheld or delayed) plans and specifications for the proposed skylight. The owner of such unit shall maintain any such skylight, including the roof flashing joining it to the roof, in good repair and safe condition, and shall indemnify and hold the Condominium harmless from and against all liability, costs and expenses arising from the installation and maintenance of such skylight.

II. Heating and Cooling Systems.

Each Unit owner is responsible for the maintenance and repair of his own heating and cooling system.

III. Exterior Patios, Decks and Porches.

Each exterior patio or deck or porch directly adjacent to any Unit or Units and shown on the Plans shall be common area reserved for the exclusive use of that Unit or Units. The Unit Owners of each Unit so benefited shall have the obligation to keep such patio or deck or porch clean and in good and safe order. Repair of such patios and decks and porches shall be a Condominium Trust responsibility performed at common expense. All decorations, furniture and furnishings and other items kept on, about or visible from such patio or deck or porch may be restricted and regulated by the Condominium Trustees. No screen, antenna, sign, banner or other devise or advertising may be displayed from a patio or deck or porch.

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

The common areas and facilities of the Condominium (the "common areas and facilities") consists of the Land as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the Buildings as described in paragraph (c) ("Description of Buildings") of this Master Deed, other than the Units described on Exhibit C hereto.

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

(i) The Land described in paragraph (b) ("Description of Land") of this Master Deed;

(ii) The foundations and footings of the Buildings and all portions thereof, and all structural 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, and any interior load bearing walls, the sub-flooring below the upper surface thereof, roofs, building entrances and exits, and all structural portions of the buildings, stairwells, corridors (other than corridors located entirely within a Unit), and electrical closets (other than electrical closets located entirely within a Unit).

(iii) Installations of central services such as power, light, drains, water and vents, 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 a part of the Unit, which it services and is not a part of the common areas and facilities. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;

(iv) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the Buildings outside of the Units and which serve the common areas and facilities and/or two or more Units, and all installations outside the Units for services such as lights, power, emergency generator (if any), telephone, water, and sanitary sewer drainage and which serve the common areas and facilities and/or two or more Units. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;

(v) All conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents;

(vi) Exterior lighting devices and wires and poles serving the same;

(vii) The entrance foyers, electrical room and emergency electrical room, telephone room, sprinkler room, mail boxes, and janitor closet;

(viii) All parking areas, roadways, courtyards, laundry rooms, boiler and meter rooms, storage and utility sheds, patios, balconies, walkways, and storage areas located within each of the Buildings, subject to the exclusive rights of use, if any, specified herein; and

(ix) All other portions of the Subject Property and listed as common areas in the Act, except for the Units described on Exhibit C hereto. The

proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) **Parking.**

Each Unit shall have appurtenant thereto the following exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the By-Laws of the Condominium Trust, and the Rules and Regulations promulgated pursuant thereto by the Board.

(i) The exclusive right and easement to use one or more Parking Spaces, designated by the Declarant in the Deed to the Unit and located on the premises described in Exhibit A attached hereto and shown on the Plans recorded herewith during the existence of the Condominium, but such easements shall end upon the permanent withdrawal of the premises from Condominium status. Such exclusive easement shall be appurtenant to the Unit to which it is first conveyed, shall run with that Unit and shall be conveyed by the Unit Owner with the Unit to which it appertains. Notwithstanding the foregoing, such parking rights may be transferred, but only among Unit Owners or to the Condominium Trust, by instrument duly recorded in the Registry of Deeds and shall end upon the permanent withdrawal of the premises from condominium status.

All parking and related facilities shall be a part of the common area and facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with exclusive rights granted as aforesaid by the Declarant.

(ii) The Trustees of the Condominium Trust shall maintain, repair and replace Parking Spaces, as a part of the Condominium budget.

(iii) The Parking Spaces may be occupied by private noncommercial passenger vehicles only (as the 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. Parking Spaces shall not be used for storage. No walls shall be built around Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Parking Spaces.

(iv) A Unit Owner who acquires an easement for the exclusive use of a Parking Space shall have the right to lease or rent such Parking Space to an occupant of another unit in the Condominium for a period of not more than five (5) years, but not to

any other person. Any such rental arrangement may be renewed for periods of not more than five (5) years each, but no such lease or other rental agreement shall contain an option granting the tenant or lessee the unilateral right to extend or renew the term beyond five (5) years.

Notwithstanding any provisions in this Master Deed or the By-Laws to the contrary, until all of the Units now or which may hereinafter be included in this Condominium have been sold by the Declarant, the Declarant shall have control of all unassigned Parking Spaces, including the right to lease or license such spaces for such periods and for such monthly charges, if any, as said Declarant may in its reasonable discretion determine

(g) **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 the Act, have been recorded simultaneously with the recording of this Master Deed. A site plan showing the footprint of the Buildings has also been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" or the "Plans" is hereby incorporated herein by this reference and made a part hereof.

(h) **Use of Units**

I. The Units are intended only for residential purposes; provided, however, that any of the Units may also be used as an office/studio but only (x) accessory to such residential use of such Unit or accessory to the residential use of another Unit in the Condominium owned by the same Unit Owner, and (y) only if and to the extent such accessory office/studio use is permitted by applicable zoning laws and (z) there shall be no signs in connection with such office/studio use.

II. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations 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; and

IV. Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees, have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees, may use one or more unsold Units for sales offices, models, and other purposes, and may rent, lease or license Units.

V. Ordinary domestic pets and animals may be kept by any Unit Owner with the exception that the following dog breeds shall not be on the premises: Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Wolf Hybrid and any other breed that would cause cancellation of a master policy or homeowner's policy of insurance. Should the keeping of any pet result in a higher insurance premises charge to the Association or another Unit Owner, then the Owner desiring to keep such pet must pay the full cost of any such additional insurance premium. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. The Unit Owner or person walking such pet or animal shall immediately clean up any and all droppings for which his pet or animal is responsible in or about the Condominium, including, without limitation, the sidewalks and exterior landscapes. Any Unit Owner keeping a pet or animal in violation of the foregoing, or which causes any damage to or requires cleanup of any Unit (other than the Unit of the owner of such pet or animal) or the common the areas and facilities or which is offensive or causes or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of any repair of such repair, cleanup and/or elimination of such disturbance or nuisance. After due notice and hearing in accordance with Section 33 of the By-Laws of the Condominium Trust, the Trustees may require any Unit Owner to permanently remove any pet which has habitually been guilty of annoying or harassing any Unit Owner or occupant. The Trustees shall assess to such Unit Owner all costs of enforcement and until paid the same shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions hereof and Section 6 of the Act.

(i) **Amendment of Master Deed**

I. Except as set forth in Section (i)II hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the undivided interests in the common areas and facilities, and (ii) 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 Eligible Mortgage Holders (as defined in said Section 32) of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees. 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, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the first sentence of this paragraph, is duly recorded in the Middlesex 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 Middlesex 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 which 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 No instrument of amendment that alters the rights of the Declarant 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

(iv) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.

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 amend this Master Deed and the Plans without the consent of any other Unit Owners or any of the Trustees, to meet the requirements of any governmental or quasi-governmental body or agency, 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 institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

III. Notwithstanding anything herein contained to the contrary, so long as the Declarant owns any Unit in the Condominium the Declarant reserves the right and power to record a Special Amendment to this Master Deed, the Plans, or the Condominium Trust at any time and from time to time which amends this Master Deed, the Plans or the Condominium Trust (i) to bring this Master Deed, the Plans or the Condominium Trust into compliance with the Condominium Statute; or (ii) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto or the Plans or the Condominium Trust, (iii) to comply with the requirements of FNMA, GNMA, FHLMC, 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; (iv) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownership.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of the Board of Trustees of the Condominium Trust and of each Unit Owner, as proxy or attorney-in-fact, as the case may be. 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 power of the Declarant to vote in favor of, make, execute and record a Special Amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time the Declarant no longer holds title to a Unit.

(j) **Condominium Unit Owners' Association**

The name of the Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Cleveland Place Condominium Trust under Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is 40 Appleton Street, Cambridge, Massachusetts 02138. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be Cleveland Place Condominium, 16-17 Cleveland Place, Gloucester, Massachusetts, or such other address as the Trustees of the Condominium Trust may determine from time to time. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The names and address of the initial Trustee of said Condominium Trust and his term of office is as follows:

Stephen Wolfberg, 40 Appleton Street, Cambridge, Massachusetts 02138.

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

The Trustees have enacted By-Laws pursuant to the Act, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(k) **Name of Condominium**

The Condominium hereby established shall be known as "Cleveland Place Condominium".

(l) **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 Declaration of Trust and the By-Laws and Rules and Regulations thereto, 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.

(m) **Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units**

Each Unit Owner shall have an easement in common with 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 located in the other Units and serving his 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 and located in a Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees 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. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(n) **Wires Located Outside of Units**

Each Unit Owner shall have an easement in common with the owners of other Units to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) and located in the other Units and in portions of the common areas and facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the owners of the other Units, and of the Trustees, to use all wires (including but not limited to those appurtenant to cable television, telephones, and security systems) serving other Units or the common areas and facilities in such Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees 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. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(o) **Creation of Contiguous Units; Certain Changes**

I. Contiguous Units.

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

(i) The Contiguous Owner shall send written notice to the Trustees of his intention to so physically connect such Units and such notice shall be accompanied by i) detailed plans and specifications showing the proposed work (the "Plans") drawn by an architect registered in Massachusetts, and ii) a written statement by such registered architect that such work will not impair the structural integrity of the Buildings, and iii) a written agreement under which the Contiguous Owner obligates himself to the other Unit Owners and to the Trustees 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 or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities and that all bills for labor and materials will be promptly paid by the Contiguous Owner, and that the Contiguous 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 Contiguous Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees may engage to advise them as to any aspect of such work (provided that the Trustees may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Section (o). The Contiguous Owner shall secure all necessary permits prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million ($1,000,000.00) dollars, or such higher amount as may reasonably be required by the Trustees, such insurance naming the Condominium Trust as additional insured, and deliver to the Trustees evidence of such insurance coverage and proof of payment of the premium therefor prior to the commencement of the work. The work shall be performed in such manner as to minimize disturbances to other Unit owners and occupants.

(ii) No such work shall commence unless and until the Trustees shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Buildings, or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and Plans and with this Section (o) of this Master Deed.

(iii) At the completion of the work, the Contiguous Owner shall notify the Trustees, in writing, 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, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and in accordance with the Plans, and that the performance of such work has not impaired the structural integrity of the Buildings or adversely affected pipes, wires, risers or utilities which are part of the common areas and facilities. During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and repass through the common areas and facilities which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such contiguous arrangement by following the procedure set forth hereinabove in this Section (o) 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 such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such contiguous 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 Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (o) of this Master Deed. If a Unit Owner physically connects (or disconnects) Units which he owns in a contiguous arrangement as set forth above, the Trustees shall unilaterally amend this Master Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment shall be accompanied by a plan prepared and certified in accordance with the Act. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) his Units.

II. Certain Changes.

Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors, altering this document to comply with law, or modifying this document so as to comply with FNMA or FHLMC requirements.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, and each mortgagee, by acceptance of the delivery of a mortgage of a Unit, shall thereby have consented to the provisions of this Section, including without limitation, the right of the Declarant, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner or mortgagee. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to a Unit in the Condominium, and each mortgagee, by acceptance of the delivery of a mortgage of a Unit, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner and mortgagee, which power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's and mortgagee's heirs, executors, successors, transferees and assigns.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after three (3) years from the date of recording of this Master Deed, and (ii) no such amendment shall materially and adversely affect any substantive rights of any Unit Owner without that Unit Owner's consent, other than Declarant, its successors or assigns.

III. 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 (o) including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section (o) 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 (o), 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 each such Unit Owner, 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 to make such amendment(s).

IV. Partitions and Changes.

Any Unit Owner shall have the right to move, demolish, or alter an interior partition in his Unit, provided that such Unit Owner follows the same procedure as set forth in subsection I, (i), (ii) and (iii) of this Section (o). All of the changes authorize by this paragraph may be made only to the extent that such change is allowed by zoning and other applicable rules, regulations and laws, and provided that such Unit Owners follows the same procedure as set forth in subsection I, (i), (ii) and (iii) of this Section (o).

(p) **All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust**

All present and future owners, 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 Declaration of Trust of the Condominium Trust and the By-Laws, 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 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 on Exhibit A hereto, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

All costs which, by the terms of this Master Deed are to be borne by the owner of a particular Unit, shall, if paid by the Trustees, be assessable to those Units together with any late charges, fines and interest which the Trustees shall impose, along with reasonable attorney's fees and other costs of collection, as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

(q) **Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.**

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

(r) **Assignability**

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, including, but not limited to the easements, rights and powers reserved to Declarant 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 Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, 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 such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgagee 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 (r) except as to the specific Unit(s) unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section (r) and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Middlesex South District Registry of Deeds.

(s) **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.

(t) **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.

(u) **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.

(v) **Conflicts**

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

(w) **Non-Recourse**

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof 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 members, partners (or their constituent partners) or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

EXECUTED as an instrument under seal at Cambridge, Middlesex County, Massachusetts this 3rd day of October, 2005.

Cleveland Apartments, LLC

By: Stephen Wolfberg Manager

Stephen Wolfberg, Manager and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 3rd day of October, 2005, before me, the undersigned notary public, personally appeared Stephen Wolfberg, Manager for Cleveland Apartments, LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding, or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Cleveland Apartments, LLC.

Notary Public:
My commission expires:

HOWARD L. LEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 13, 2006

CLEVELAND PLACE CONDOMINIUM
GLOUCESTER, MASSACHUSETTS

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of Cleveland Place Condominium, 16-17 Cleveland Place, Gloucester, Essex County. Massachusetts.

DESCRIPTION OF LAND

The land with the buildings thereon ("Premises") in said Gloucester, Essex County, Massachusetts, together with the buildings thereon, situated at and known as 16 and 17 Cleveland Place, bounded and described as follows:

Parcel One:

Lots A, C and E on a Plan entitled "Plan of Land on Cleveland Place and Arthur Street, Gloucester, Mass.", dated September 12, 1977, by James L. Klopotoski, Land Surveyor, recorded with Essex South District Registry of Deeds in Book 6414, Page 569.

Parcel Two:

Being shown as Parcel B on a Plan entitled "Plan of Land in Gloucester, MA, prepared for Gloucester Building Supply Co., Inc., dated February 11, 1985, by Hancock Survey Associates, Inc., recorded with said Deeds in Book 7935, Page 146.

Said premises are subject to the following encumbrances:

1. Title to and rights of the public and others in so much of the premises as lies within the bounds of Cleveland Place.
2. Order of Conditions by Gloucester Conservation Commission, recorded with said Deeds in Book 7786, Page 528, as affected by a Certificate of Compliance recorded with said Deeds in Book 9654, Page 512.
3. Wetlands Permit, recorded with said Deeds in Book 7935, Page 137.
4. Notice of Decision by Zoning Board of Appeals, dated January 31, 1985, recorded with said Deeds in Book 7935, Page 165.
5. Special Council Permit by City Council of the City of Gloucester, recorded with said Deeds in Book 7935, Page 170.

For title reference see deed of N & P Realty, LLC to Cleveland Apartments, LLC dated August 4, 2004 recorded with Essex South District Registry of Deeds in Book 23299, Page 346.

CLEVELAND PLACE CONDOMINIUM
GLOUCESTER, MASSACHUSETTS

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of Cleveland Place Condominium, 16-17 Cleveland Place, Gloucester, Essex County. Massachusetts.

DESCRIPTION OF BUILDING

There are two buildings (the "Buildings") and one auxiliary building on the Land which is described on Exhibit A to this Master Deed. The Buildings are described as follows:

The Buildings each contain two (2) floors. The Buildings are wood frame buildings with vinyl façade. The interior walls are plaster board. The roofs are shingle. There are (2) separate entrances, two internal staircases and two internal corridors to the east Building. The west Building contains four separate entrances leading to four separate internal staircases on the front of the building, and each unit in the building has a separate entrance on the back of the unit leading to one of four separate external staircases or a platform on the back of the building.

The auxiliary building contains an office and storage space.

The first floor of the east Building contains eight units. The second floor of the east Building contains eight units. The first floor of the west Building contains eight units. The second floor of the west Building contains eight units.

CLEVELAND PLACE CONDOMINIUM
GLOUCESTER, MASSACHUSETTS

EXHIBIT C

Incorporated by reference into and made a part of the Master Deed of Cleveland Place Condominium, 16-17 Cleveland Place, Gloucester, Essex County, Massachusetts.

DESCRIPTION OF UNITS

The description of each Unit, and 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 set forth in this Exhibit C.

Unit Designa -tion	Statement of Unit Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to which Unit Has Access	Proportionate Interest of Unit in Common Areas and Facilities
Unit 1	First Floor west	677	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 2	First Floor west	657	4 – 2BR, LR/DR/K, 1B,	Patio, porch and stairs;	3.06%
Unit 3	First Floor west	667	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 4	First Floor west	647	4 – 2BR, LR/DR/K, 1B.	Patio, porch and stairs;	3.06%
Unit 5	First Floor west	677	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 6	First Floor west	657	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 7	First Floor west	667	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 8	First Floor west	647	4 – 2BR, LR/DR/K, 1B	Patio, porch and stairs;	3.06%
Unit 9	Second Floor west	645	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.15%
Unit 10	Second Floor west	645	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.15%
Unit 11	Second Floor west	635	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 12	Second Floor west	635	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 13	Second Floor west	645	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 14	Second Floor west	645	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 15	Second Floor west	635	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 16	Second Floor west	635	4 – 2BR, LR/DR/K, 1B	Hallway, deck and stairs	3.06%
Unit 17	First Floor east	792	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.25%
Unit 18	First Floor east	678	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%
Unit 19	First Floor east	798	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%
Unit 20	First Floor east	773	4 – 2BR, LR/DR/K, 1B	Hallway and Stairways	3.25%
Unit 21	First Floor east	794	4 – 2BR, LR/DR/K, 1B	Hallway and Stairways	3.25%
Unit 22	First Floor east	778	4 – 2BR, LR/DR/K, 1B	Hallway and Stairways	3.25%
Unit 23	First Floor east	583	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.00%
Unit 24	First Floor east	674	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%
Unit 25	Second Floor east	792	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.24%
Unit 26	Second Floor east	678	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%
Unit 27	Second Floor east	798	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%
Unit 28	Second Floor east	773	4 – 2BR, LR/DR/K, 1B	Hallway and Stairways	3.24%
Unit 29	Second Floor east	794	4 – 2BR, LR/DR,K, 1B	Hallway and Stairways	3.24%
Unit 30	Second Floor east	778	4 – 2BR, LR/DR/K, 1B	Hallway and Stairways	3.24%
Unit 31	Second Floor east	583	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.00%
Unit 32	Second Floor east	674	3 – 1BR, LR/DR/K, 1B	Hallway and Stairways	3.15%

Keys: B= Bathroom; BR = Bedroom; C = Corridor; LR/DR/K = Combination Living Room and Dining Room and Kitchen.