

MASTER DEED OF
SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST

Donato F. Pizzuti, as Trustee of the SIXTY FOUR FOSTER STREET REALTY TRUST, u/d/t dated March 21, 1990, recorded at the Essex South Country Registry of Deeds at Book 10369, Page 494, with a principal place of business at 197 Portland Street, Boston, Ma (hereinafter called "Grantor"), having the entire ownership of the property located on Foster Street and Winter Street, in the City of Peabody, Massachusetts, known as 64 Foster Street, Peabody, Massachusetts, and as more particularly described in EXHIBIT A, attached hereto, by duly executing and recording this MASTER DEED, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and propose to create and hereby does create, with respect to said premises, a condominium (hereinafter called the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, and to that end declares and provides as follows:

1. **NAME OF CONDOMINIUM AND TRUST THROUGH WHICH MANAGED:** The name of the Condominium shall be **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST**, through which the unit owners will manage and regulate the Condominium, and which has been established pursuant to the Declaration of Trust to be recorded herewith (hereinafter sometimes referred to as the "Trust"). All unit owners are cestuis que trustent of said Trust in proportion to their respective beneficial interests. The names and addresses of the original trustees thereof are as follows:

Anthony Rosati
111 Foster Street
Peabody, Ma 01960

Paul Brzezanski
197 Portland Street
Boston, Ma 02114

(The trustees of the Trust are hereinafter referred to as the "Trustees", which term shall include their successors in trust). The original term of the Trustees is as set forth in the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST**, recorded herewith. The terms of said declaration of Trust have been enacted as, and comprise, the by-laws of the Trust provided for in chapter 183A.

2. **DESCRIPTION OF LAND:** The premises which constitute the Condominium are the property situated on Foster Street and Winter Street, in the City of Peabody, Massachusetts, known as 64 Foster Street, Peabody, Massachusetts, and as more particularly described in EXHIBIT A. The above-described premises are subject to the rights and easements reserved by the Grantor herein, which shall,

Please Return:
Joseph J. Brudigan, Jr
Brudigan + Gardner
40 BROAD ST
BOSTON, MA 02109

in all instances, be excisable by the Grantor and its successors and assigns. Grantors hereby expressly reserve to themselves and their successors in title and their nominees, for a period ending the later of two (2) years next after the date that this Master Deed is recorded, the easement, license, right, and privilege to pass and re-pass, by vehicle or on foot, upon, over and to the Common Areas and facilities of the Condominium for all purposes. Nothing in this paragraph shall be deemed to create any rights in the general public.

3. **DESCRIPTION OF THE BUILDING:** There is upon the land described in Exhibit A, one (1) four story building with a below ground parking garage (hereinafter referred to as the "Building"). The below ground floor of the Building also contains additional Common Areas as shown on the plans referred to in Paragraph 12 hereof (hereinafter referred to as the "Plans"). The Building, which contains twenty-four (24) residential units, is constructed principally of brick and it has a cement foundation. The roof is a flat rubber roof. Interior walls and partitions are stud and painted drywall. Ceilings are suspended tile.

4. **DESIGNATION OF CONDOMINIUM UNITS:** The Building has been divided into twenty-four residential units. The designations, locations, approximate areas, number of rooms, Common Areas (as hereinafter defined) immediately accessible thereto, and the percentage interest of each unit in the Common Areas (the "Beneficial Interests") are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Plans. The owner or owners of a unit are hereinafter jointly referred to as the "Unit Owner". All units shall have access to the common area hallways on their respective floors, as shown on the Plans.

5. **BOUNDARIES OF THE UNITS:** The floor, ceiling, wall and other boundaries enclosing each such Unit are as follows:

a. **FLOORS:** The upper surface of the flooring;
b. **CEILINGS:** The plane of the lower surface of the ceiling joists of the uppermost ceiling of each particular Unit;
c. **INTERIOR BUILDING WALLS:** The plane of the interior surface of the wall studs facing the unit;

d. **EXTERIOR BUILDING WALLS, INCLUDING PARTY WALLS AND DOORS AND WINDOWS:** As to walls, the plane of the interior surface of the wall studs or brick exterior wall, as the case may be; as to doors, the exterior surface thereof; as to windows, the exterior surfaces of the glass and the window frames.

e. **STRUCTURAL BUILDING COMPONENTS:** Concealing pipes, wires, conduits, within a unit are part of that unit, but no structural components of the Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other units or the Common Areas, shall be deemed to be part of said

Unit.

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6. AUTOMOBILE PARKING FACILITIES: There are eighteen parking spaces located inside the Building, at the basement level (hereinafter "Underground Parking Spaces"). There are also thirty-eight uncovered outdoor parking spaces, shown on the Plans as Satellite Parking. Grantor hereby reserves the right to designate and assign to each Unit and grant to the grantee of the first deed thereof as an appurtenance to such Unit, the exclusive right and easement forever to use one outdoor parking space, as shown on the Plans as Satellite Parking, and as designated by the Grantor.

All of the outdoor parking spaces, shown on the Plans as Satellite Parking, hereinabove mentioned, are and shall continue to be a portion of the Common Areas and Facilities of the Condominium for all purposes, privileges, obligations and liabilities applicable generally to all Common Areas and Facilities of the Condominium as herein provided, subject to the provisions of this section. Such designation may not be altered except in compliance with the provisions of this Master Deed.

The eighteen Underground Parking Spaces are and shall continue to be a portion of the Common Areas and Facilities; however, the Grantor does hereby expressly reserve to itself the exclusive right to sell and convey easements for the exclusive use of the Underground Parking Spaces to unit owners. The Grantor may sell and convey easements for the exclusive use of one or more Underground Parking Spaces to any unit owner for such consideration as the Grantor shall decide, and such consideration shall be and remain the Grantor's sole property. The Grantor shall have the right to grant easements for the exclusive use of Underground Parking Spaces, either in residential unit deeds or by separate instruments. Any unit owner who purchases an easement for the exclusive use of a Underground Parking Spaces shall have the right to freely convey such easement, but only to another unit owner in the Condominium. Any unit owner who purchases an easement for the exclusive right to use a Underground Parking Space shall have the right to freely rent, license or lease the Underground Parking Space, but only to a unit owner or occupant in the Condominium. The Grantor reserves the right to designate Underground Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Underground Parking Spaces until the last unit in the Condominium is sold and conveyed by Grantor.

The maintenance of the parking lot, including both the Underground Parking Spaces and the uncovered outdoor parking spaces, shown on the Plans as Satellite Parking, shall be a common expense of the Condominium Association. Each owner of an Underground Parking Space easement shall be allocated a

percentage share in the Common Areas and Facilities, as set forth in Exhibit B, and shall pay condominium fees based upon this percentage share. The condominium fee owed by the owner of a Underground Parking Space easement shall be paid in addition to any condominium fees owed for residential units. The condominium fee for a Underground Parking Space easement shall be paid pursuant to the same terms and conditions as condominium fees owed for residential units, and the Condominium Association shall have the same rights of enforcement to collect such fees and to assess any penalties for the late or non-payment of such fees as it would have for condominium fees owed for residential units. Each owner of an easement for the exclusive use of an Underground Parking Space by acceptance of a deed for such easement (whether or not it is expressed in such deed) shall be deemed to covenant and agree with the Trustees of the SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST, and all of the other owners of units, as a personal obligation, to pay all the condominium fees and special assessments coming due with respect to such Underground Parking Space while he or she is the owner thereof, together with interest as aforesaid and all costs of collection, suit and foreclosure, including attorney fees, and all such charges and assessments shall be the personal liability of such owner and shall be a charge and a continuing lien on such easement to use the Underground Parking Space in favor of the Condominium Trust, enforceable by the Condominium Trust, which shall bind such easement to use Underground Parking Space in the hands of the then-owner, his or her heirs, devisees, executors, administrators, personal representatives, successors-in-title, and assigns, and shall also be a lien against the residential unit owned by him or her.

The Trustees of the SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST shall promptly provide any owner or prospective purchaser of an easement for the exclusive use of an Underground Parking Space, or mortgagee, or attorney of any such party, with a written statement of all unpaid condominium fees and special assessments, as the case may be, due with respect to such Underground Parking Space, signed and acknowledged by, prior to the expiration of the term of the Initial Board, any Trustee, and subsequent thereto, by any two (2) Trustees, in proper form for recording. Recording of such statement in the Essex County Registry of Deeds shall operate to discharge the Underground Parking Space from any lien for any condominium fees or special assessments, as the case may be, unpaid and not enumerated on such statement as of the date of such statement. This statement may be provided in the same document as a residential unit M.G.L. c. 183A, s. 6D certificate.

The parking spaces, both the Underground Parking Spaces and the uncovered outdoor parking spaces, shown on the Plans as

Satellite Parking, may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. No parking spaces shall be used for storage. No walls shall be built around any parking spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in any Parking Spaces. The use of all parking Spaces may be further regulated by the Trustees.

7. **COMMON AREAS:** The Common areas and facilities of the Condominium (hereinafter called the "Common Areas") consist of:

a. the land and the Building, described in paragraph 2 and 3 above, other than the Units described in Exhibit B, together with the benefit of and subject to all rights and easements of record so far as the same may be in force, and subject to the provisions regarding parking set forth in Section 6;

b. the yards, parking spaces, walkways, stairways, and other improvements on the Land and not within the Building, including landscaping, railings, fencing, steps, and lighting fixtures and other improved and unimproved areas on the Land or in the Building(s) not described as a part of a Unit, subject to the exclusive uses of the parking spaces, as hereinbefore described;

c. the foundations, structural columns, bearing walls, party walls, braces, exterior walls and roofs of the Building(s) and common walls within the Building(s);

d. the entrances, lobbies and other entrances, the halls, corridors and stairways not described as a part of any Unit, and the mailboxes and fire escapes;

e. installations of central service equipment providing power, light, gas, hot and cold water and heating, including all equipment attendant thereto, all conduits, junction boxes, chutes, ducts, plumbing, wiring, oil tanks, flues and other facilities for the furnishing of utility services or waste removal contained in the Building(s), but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and serving a single unit are part of

the unit which the same is located and which it serves and it is not part of the Common Areas. The Trustee shall have an easement for access and repair and replacement for all such facilities designated as Common Areas contained within any Unit within which such facilities are contained.

f. All other items situated on the subject property and listed as common areas in M.G.L. Chapter 183A, except for the Units described in Exhibit B hereto; and subject to the provisions regarding parking set forth in section 6.

The use by the owners of the Units (hereinafter called "Unit Owners") of the Common Areas and facilities shall be subject to:

- a. Terms and provisions of this instrument and the by-laws of the Condominium Trust;
- b. Rules and regulations promulgated pursuant thereto with respect to the use of said Units; and
- c. The timely making of payments required to be made in connection therewith.

8. **ENCROACHMENTS:** If any portion of the Common areas and facilities encroaches upon any Unit, or if any Unit now encroaches on the Common Areas and facilities, or if any such encroachment shall occur hereafter as a result of:

- a. Settling of the Building(s);
- b. Alteration or repair to the Common Areas and facilities made by or with the consent of the Trustee(s);
- c. As a result of the repair or restoration of the Building(s) or a Unit after damage by fire or other casualty; and
- d. As a result of condemnation or eminent domain proceedings;

Then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand. Each Unit owner shall have an easement in common with the owner 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 owner 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 such unit. The Trustees of the Condominium Trust shall have a right of access to

each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and facilities contained therein or elsewhere in the building.

9. **PURPOSE:** The Building and the Residential Units are intended to be used for residential purposes as more specifically set forth immediately hereinbelow. The parking spaces shall be used to provide parking for unit owners. The Grantor may, until all of said units have been sold by Grantor, and upon terms set by Grantor, use or rent any Unit(s) owned by Grantor as apartments, models, or offices. The Grantor may also use the Underground Parking spaces until the same are sold.

10. **RESTRICTIONS ON USE:** The following are the restrictions on use of the Units in this Condominium:

a. No business activities of any nature shall be conducted in any such residential unit;

b. No animals or reptiles of any nature shall be raised, bred, or kept in any Unit or in the Common Areas except one household pet per unit as determined and allowed by the Condominium Association;

c. No Unit shall be maintained in such a manner that is contrary to or inconsistent with the Master Deed, the by-laws of the Condominium Trust and any regulation which may be adopted pursuant thereto, or any rule, law, regulation or ordinance of any governmental authority having jurisdiction therefor;

d. The architectural integrity of the Building(s) and the Unit(s) shall be preserved without modification, and to that end, without limiting the foregoing, but subject to the provisions hereinabove set forth, no awning, 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 Unit or any part thereof; no change or addition to the landscaping may be made without the prior approval of the Trustee(s); no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker, or other exterior hardware, exterior Unit door or exterior Unit door frame shall be made, and no painting, except in a uniform color designated by the Trustees, or other decoration shall be done on any exterior part of surface of any Unit nor on the interior surface of any window; all storm windows installed or replaced at any time shall be such as to have the prior approval of the Trustee(s), which such approval shall not be unreasonably withheld; PROVIDED HOWEVER, that the restrictions of this subparagraph shall not restrict the right of Unit Owners to decorate their Unit as each may desire, without in any way giving the right to alter,

remove or otherwise modify any structural component of such Unit;

e. All maintenance and use by Unit Owners of any porch, deck, balcony, skylight, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification;

f. All use and maintenance of the Units, and any porch, balcony, deck, or skylight for which an Owner has a use easement therefor, shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of rules and regulations with respect thereto from time to time promulgated by the Trustees;

g. The Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;

h. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents;

i. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulation or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to all common Areas shall be eliminated by the Trustees;

j. A Unit Owner shall not place or cause to be placed in or on any of the common Areas, any furniture, packages, or objects of any kind. The public halls, corridors, stair halls and stairways shall be used for no purpose other than normal transit through them;

k. All Parking spaces, including the Underground Parking Spaces and the uncovered outdoor parking spaces, shown on the Plans as Satellite Parking, shall be used to provide parking for vehicles, according to rules and regulations promulgated by the Condominium Association.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and facilities and may be waived in specific cases by the 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. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

11. **AMENDMENTS:** This Master Deed may be amended by an instrument in writing which is signed by at least sixty six and two thirds (66 2/3%) percent of Unit Owners (multiple owners of a single unit being recognized as a single entity for the purposes of this minimum); signed and acknowledged by a majority of the Trustee(s) then in office; and duly recorded with Grantor; PROVIDED HOWEVER:

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

b. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner(s) of the Unit affected and so altered;

c. No instrument altering parking space designation or any restricted use shall be of any effect unless the same is signed by the Unit Owners thereby affected;

d. No instrument of amendment which alters the Beneficial undivided interest in and to the Common Areas and facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all the Unit Owners and said instrument is recorded as an Amended Master Deed;

e. No instrument or amendment affecting any Unit upon which there is a first mortgage of record which instrument or amendment adversely affects the lien of said mortgage, unless the same has been approved in writing by the mortgage holder; and

f. No instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provision of said Chapter 183A shall be of any force or effect.

Notwithstanding anything to the contrary herein, so long as the Grantor owns any unit in the Condominium, the Grantor shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit owners or any of

the Trustees of the Condominium Trust for any purpose. Nothing herein shall permit Grantor to amend this Master Deed in violation of Massachusetts General Laws Chapter 183A.

12. **PLANS.** Simultaneously with the recording hereof there has been recorded a set of the floor plans (the "Plans") of the Building, showing the layout, location, Unit numbers and dimensions of the Units, the Underground Parking Spaces and the uncovered outdoor parking spaces, and the Common Areas and the areas immediately accessible thereto. The Plans state the name of the Building and bear the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, pursuant to Massachusetts General Laws Chapter 183A. Said set of Plans are incorporated into this Master Deed.

13. **MISCELLANEOUS:** The Trustees of the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST** and the Unit Owners, now or hereafter, agree as follows:

a. That in the event of the exercise of any right of first refusal hereunder, or in the case of a right of first refusal being adopted hereafter by the Unit Owners and incorporated in this Master Deed and/or Condominium Trust, such right of first refusal shall not impair the rights of an institutional first mortgage lender to:

i. foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
ii. accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or sell or lease a Unit acquired by the institutional first mortgage lender through the procedures set forth above, as long as all activities and sale do not violate the requirements of the Master Deed;

b. that any person taking title to a Unit through foreclosure sale duly conducted by an institutional first mortgage lender shall be exempt from any right of first refusal that is or may be incorporated in this Master Deed on the Condominium Trust;

c. That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any of the rights of the institutional first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or Common Areas and Facilities of the Condominium;

d. To insure that the Condominium Trust will have the funds to meet unforeseen expenditures or to purchase any additional

equipment or services, there shall be established a working capital fund at least equal to two months' estimated common charges for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each Unit's share of the working capital fund shall be collected at the time the sale of the Unit is closed from the unit purchaser and then shall be transferred to the Trustees of the Condominium Trust for deposit to a segregated fund;

e. Material provisions of the Condominium documents may be amended by the Unit Owners representing at least sixty six and two thirds percent (66 2/3%) of the Beneficial Interest of the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST**, unless a higher percentage is required elsewhere in the Condominium documents or by Law. A change of any of the following shall be considered as material:

Voting rights, assessments, assessment liens, subordination of assessment liens, reserves for maintenance, repair and replacement of common areas, responsibility for maintenance and repairs, reallocation of interests in the general or limited common areas, or right to their use, convertibility of units into common areas or vice versa, expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, insurance or fidelity bonds, leasing of units, imposition of any restrictions on a unit owner's right to sell or transfer his or her unit, a decision by the Trustees of the Condominium Trust to establish self management when professional management had been required previously by such a first mortgage holder, restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in the Condominium documents, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provision that expressly benefit mortgage holders, insurers or guarantors.

Other provisions in the Condominium Documents may be amended as provided in the Declaration of the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST**.

f. In the event of a taking in condemnation or by eminent domain of a part or all of the Condominium, the award for such taking shall be payable to the Trustees of the Condominium. Except as hereinafter provided, damage or destruction of the Condominium shall be promptly repaired and restored by the said Trustees using the proceeds of condemnation for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, if there is substantially total destruction of the property and seventy-five per cent of the Unit Owners vote not to proceed with the repair and restoration of the Condominium, the

Trustees of the Condominium Trust shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The said Trustees shall be designated to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with respect thereto, and each Unit Owner by acceptance of a Unit Deed shall be deemed to have appointed the said Trustees as an attorney-in-fact for that purpose;

14. UNITS SUBJECT TO MASTER DEED, UNIT DEED, DECLARATION OF TRUST, RULES AND REGULATIONS: All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and comply with, the provisions of this Master Deed, the Declaration of Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. 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, the Declaration of Trust, the By-Laws and such rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. SALE, RENTAL AND MORTGAGING OF UNITS: The Grantor hereby reserves (a) the right to sell, rent, or mortgage Units owned by Grantor to any purchaser, lessee, or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit owners or of the Condominium Trustees, and the proceeds from any such sale, rental, or mortgage shall remain the Grantor's sole property; (b) the right to transact any business within the Condominium in order to accomplish the foregoing; (c) the right to use any Units owned by the Grantor as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Grantor shall have at least the same rights, as owner of unsold Units, as any other Unit owner.

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

17. 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.

18. **CHAPTER 183A:** This Master Deed is set forth to comply with the requirements of Chapter 183A. The Units and the Common Areas, and the Unit owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, shall be governed by provisions of 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 Chapter 183A.

19. **LIABILITY:** Notwithstanding anything to the contrary herein, it is expressly understood and agreed that only the real estate which constitutes the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST** shall be bound by the provisions of this Master Deed. The Grantors or their officers, directors, or agents shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond Grantor's interest in the real estate which constitutes the **SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST**.

EXECUTED AS A SEALED INSTRUMENT THIS 26th DAY OF March, 2004.

Sixty Four Foster Street Realty Trust

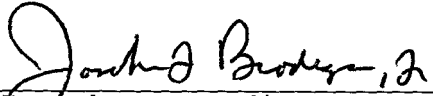
By: 
Its Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

March 26th, 2004

Then personally appeared the above named Donato F. Pizzuti, as Trustee of SIXTY FOUR FOSTER STREET CONDOMINIUM TRUST, as aforesaid and acknowledged the foregoing instrument to be the free act and deed of that Trust, before me,


Joseph J. Brodigan, Jr.

Notary Public

My commission expires: 12/10/2010



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EXHIBIT A

Lots 1, 8, and 9, as shown on a plan entitled "Plan Showing Land in Peabody, Mass., owned by L.B. Southwick Co., Scale 1"=40', Feb. 1933, R.W. MacDonald, Engineer," recorded at Essex Southern District Registry of Deeds at Plan Book 62, Plan 81.

For grantor's title, see Deed recorded in Book 10369, Page 498.

EXHIBIT B

RESIDENTIAL UNITS

<u>Unit #</u>	<u>Square Footage</u>	<u>Beneficial Interest</u>	<u>Rooms</u>
<u>FIRST FLOOR</u>			
101	813	3.70%	3
102	824	3.90%	3
103	568	3.40%	2
104	783	3.70%	3
105	910	4.30%	4
106	836	3.90%	3

SECOND FLOOR

<u>Unit #</u>	<u>Square Footage</u>	<u>Beneficial Interest</u>	<u>Rooms</u>
201	813	3.70%	3
202	824	3.90%	3
203	568	3.40%	2
204	783	3.70%	3
205	910	4.30%	4
206	836	3.90%	3

THIRD FLOOR

<u>Unit #</u>	<u>Square Footage</u>	<u>Beneficial Interest</u>	<u>Rooms</u>
301	813	3.70%	3
302	824	3.90%	3
303	568	3.40%	2
304	783	3.70%	3

305	910	4.30%	4
306	836	3.90%	3

FOURTH FLOOR

<u>Unit #</u>	<u>Square Footage</u>	<u>Beneficial Interest</u>	<u>Rooms</u>
401	813	3.70%	3
402	824	3.90%	3
403	568	3.40%	2
404	783	3.70%	3
405	910	4.30%	4
406	836	3.90%	3

** Each Unit has access to common area hall as shown on Condominium Plans

UNDERGROUND PARKING SPACES

<u>Unit #</u>	<u>Beneficial Interest</u>
PK1	.47%
PK2	.47%
PK3	.47%
PK4	.47%
PK5	.47%
PK6	.47%
PK7	.47%
PK8	.47%
PK9	.47%
PK10	.47%

PK11 .47%
PK12 .47%
PK13 .47%
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PK15 .47%
PK16 .47%
PK17 .47%
PK18 .47%

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