

WATER'S EDGE CONDOMINIUM
 MASTER DEED
 INDEX

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Amend.
B2710 P38

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Amend.
B2710 P110

3rd Amend.
with 1st
B2791 P241

4th Amend.
B2809 P117

5th Amend.
B2916 P318
with 1st
\$ 11073

6th Amend. minor
9/2/07

B2919 P292

WATER'S EDGE CONDOMINIUM

312 Water Street

Lawrence, Massachusetts

MASTER DEED

ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., TRUSTEES OF GOGJ REALTY TRUST under Declaration of Trust dated December 31, 1986 and recorded with Essex North District Registry of Deeds in Book 2401 Page 166 (hereinafter called the "Declarant") being the sole owners of the land located at 312 Water Street, Lawrence, Essex County, Massachusetts, described in EXHIBIT A attached hereto, do hereby, by duly executing and recording this Master Deed, submit the said land, together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create, with respect to the Property, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land. A certain parcel of land located at 312 Water Street, situated on the southerly side of Water Street, in Lawrence, Essex County, Massachusetts and shown on a plan of land recorded herewith, entitled "Site Plan, WATER'S EDGE CONDOMINIUM Phase I," prepared by C.D.E.C. and being more particularly bounded and described according to said plan (hereinafter

referred to as the "Condominium Plan" or the "Site Plan") and in EXHIBIT A 167 attached hereto.

2. Name of Condominium. The Condominium created by this Master Deed is to be known as WATER'S EDGE CONDOMINIUM (hereinafter called the "Condominium"). An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium (hereinafter called the "Association"), has been formed and has enacted By-Laws pursuant to said Chapter 183A, said By-Laws being recorded herewith (hereinafter called the "By-Laws"). The name of the Association is "WATER'S EDGE CONDOMINIUM ASSOCIATION". The names of the members of the original Board of Managers of said Association are:

ALAN G. LAMPERT
ROSCOE L. RICHARDSON, JR.

The initial mailing address for the Association is:

WATER'S EDGE CONDOMINIUM ASSOCIATION
c/o G.G.S.J. REALTY TRUST
229 Billerica Road
Chelmsford, MA 01824

3. Condominium Phasing. The Condominium is planned to be developed as a phased Condominium. Paragraph 17 hereof sets forth the procedures whereby the declarant may amend this Master Deed so as to include additional phases to the Condominium. Said paragraph 17 also describes certain limitations on the Declarant's said right to so amend.

4. Description of Buildings.

The Declarant has constructed an initial phase containing fifteen (15) Units in one (1) wood frame building having a poured concrete foundation. The building consists of five (5) completely attached sections, each section containing three (3) units. The location of the building is as shown on the Site Plan. The initial phase is known as Phase I and is located as shown on said plan.

5. Description of Units and the Boundaries Thereof.

(a) The Condominium presently consists of fifteen (15) Units, all as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each said Unit are set forth in Exhibit B attached hereto, and are shown on the Floor Plans recorded herewith, (hereinafter referred to as the "Plans").

The said Plans show the layout, locations, Unit numbers and dimensions of said Units as built, indicate that the building has no name and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

There are two types of Units within the Condominium; the first level of the building contains Garden Style Units and the upper levels of the building contain Townhouse Style Units. Each section of the building contains three units, one Garden Style Unit and Two Townhouse Style Units.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to paragraph 17 hereof, it shall amend Exhibit B attached hereto, to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations

with respect to the boundaries of a Unit or Units in such phases from these boundaries described in paragraph 3(c) hereof.

Also, with any amendment to this Master Deed to add additional phases to the Condominium, the Declarant shall record new Site and Floor plans showing the building(s) and Units forming part thereof.

(c) The boundaries of each of the Unit types, with respect to the floors, roof, ceilings, walls, doors and windows thereof, are as follows:

- (i) Floors: The plane of the upper surface of the concrete slab on the second level floor as to the Townhouse Style Units; the plane of the upper surface of the concrete slab on the first level as to the Garden Style Units.
- (ii) Ceilings: The plane of the lower surface of the ceiling joists.
- (iii) Interior Building Walls between Units: The plane of the centerline of the partition wall between adjacent Units on the same floor
- (iv) Exterior Building Walls: The plane of the exterior surface of the wall studs, or, the exterior surface of the concrete walls, if any.
- (v) Doors and Windows: As to doors, the exterior surface of doors opening to the exterior of the unit; and, as to windows, the exterior surface of the glass and the window frames.

Each Unit includes the ownership of all utility lines and heating, ventilating and air conditioning apparatus, including all pipes, wire, conduits, etc., which exclusively serve that Unit, and which are located within that Unit, or within the Common Area but designed for the exclusive use of such unit.

The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with the owners of all other Units served thereby, all utility lines and other common facilities located in any of the other Units or any of the Common or Limited Areas and serving such owner's Unit. Nothing in this section shall be construed to limit the right of any owner of a Unit to use the Common Areas and Facilities in accordance with their intended use.

Each Unit shall be subject to and have the benefit of those matters set forth in Paragraph 1 and EXHIBIT A.

The designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities are set forth in EXHIBIT B attached hereto and made a part hereof, and as set forth and depicted on the Floor Plans entitled "WATER'S EDGE CONDOMINIUM- Phase I" recorded with this Master Deed, which plans contain all of the certifications required by Massachusetts General Laws Chapter 183A, Section 8, paragraph (f).

6. Description of the Common Areas and Facilities. Except for the Units, and the Limited Commons Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation,

The land and all parts of the buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas and Facilities as defined in paragraph 7 hereof). These Common Areas and Facilities, (also sometimes referred to as the Common Elements), consist of and include, without limitation, the following:

- (a) The land described in Paragraph 1, subject to rights and easements as set forth herein;
- (b) The foundation, supports, roofs, entrances and exits of the Building, steps and landings attached thereto, ceilings and exterior and interior walls within the Building (other than any portion of said floors, ceilings, and walls included in the Units as specified in Paragraph 5 above);
- (c) Installations of central services such as power, light, hot and cold water, heating, air conditioning, and waste and sewage disposal, including all equipment and facilities attendant thereto (but not including equipment contained within and servicing a single Unit);
- (d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or sanitary waste disposal which are contained in portions of the Building contributing to the structure, support or servicing thereof, and all such facilities contained within any Unit which serve parts of the Building other than the

Unit within which such facilities are contained, together with an easement for access thereto for maintenance, repair, and replacement;

- (e) All common equipment wherever located, whether in, on, or around the Building;
- (f) The outdoor parking areas;
- (g) All balconies, patios, decks, and similar Limited Exclusive Common Areas, subject to the provisions of Paragraph 7 below;
- (h) The yards, lawns, gardens, walkways, passageways, and any improvements thereon and thereof, including walls, bulkheads, railings, fences and steps;
- (i) Common or recreational facilities or other common amenities which may now exist or hereafter be constructed on the land described in EXHIBIT A;
- (j) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building; and
- (k) All other items listed as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions of those matters set forth or referred to in Paragraph 1 of this Master Deed, the By-Laws of the Association and the Rules and Regulations promulgated pursuant to all the constituent documents with respect to the use of the Common Elements.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 17 hereof to modify the boundaries of phases, and such modifications may result in corresponding adjustments in the definition

of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 17 hereof, each Unit owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed hereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described.

(a) Upper Deck or Balcony: Included with and appurtenant to each group of two (2) Townhouse Style Units within the same section of the building is a deck or balcony which shall carry with it the shared exclusive right and easement to use the same by the owners of said Units in a manner consistent with this Master Deed, the By-Laws of the Association and the rules and regulations promulgated pursuant thereto.

(b) Lower Deck or Balcony: There is a non-sectioned deck along the exterior of Units 1, 4, 7, and 10, which deck shall be for the sole and exclusive use of those Units, with each Unit entitled to the exclusive use of that portion of the deck which

corresponds in length to the dimension of that Unit, excepting from the exclusive use provisions however any emergency egress use by the upper level townhouse units to that portion of the deck.

(c) Spiral Staircase: Included with and appurtenant to each group of two (2) Townhouse Style Units within the same section of the building is a spiral staircase leading from the upper level limited common area deck to the lower level limited common area deck, which staircase shall carry with it the shared exclusive right and easement to use the same by the owners of said Units in the manner consistent with this Master Deed, the By-Laws of the Association and the Rules and Regulations promulgated pursuant thereto.

(d) Steps and Walks: Each group of three (3) Units shall have the shared exclusive right and easement to use the front steps and walkway which serve such Unit alone, provided that walkways which serve more than one group of Units shall be for the shared exclusive use of the Units they serve.

(e) Garage: Included with and appurtenant to each group of three (3) Units within the same section of the building is a garage which shall carry with it the shared exclusive right and easement to use the same by the owners of said Units in a manner consistent with this Master Deed, the By-Laws of the Association and the Rules and Regulations promulgated thereto. Each Unit shall be entitled to the exclusive use of one (1) parking space within such garage.

(f) Storage: Included with and appurtenant to each Unit is a storage area located on the garage level of the building which storage area shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent

with this Master Deed, the By-Laws of the Association and the Rules and Regulations promulgated thereto. Each Unit shall be entitled to the exclusive use of one (1) storage space.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 17.

The Declarant has reserved the right pursuant to paragraph 17 hereof, to assign the exclusive use of certain of Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendment(s) to this Master Deed adding such future phase(s).

8. Determination of Percentages of Interest in Common Elements

The percentage ownership interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date (see Exhibit B).

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

(a) No use of any Unit or any portion thereof may be made except as a dwelling and residence for the Unit owner and his family, or his tenant or Lessee and such tenant's or Lessee's family, no more than

three unrelated persons to reside or occupy the premises, and other uses accessory thereto, and uses consistent with the general tenor and surroundings of the Condominium, but no other use shall be permitted unless such use shall have been authorized in writing by the Board of Managers of WATER'S EDGE CONDOMINIUM ASSOCIATION (hereinafter sometimes called the "Association"); provided that the Declarant or its agents, may, until all of said Units have been sold by the Declarant, use any Units owned by the Declarant as rental offices, models for display and for similar purposes related to the sale or leasing of the Units.

(b) No Unit or any portion thereof may be rented, leased, sublet, used or otherwise occupied, except by the owner, for a period of less than six (6) months, and each Unit owner shall continue to remain liable for the conduct of such tenant, lessee or occupant. Each such lease, rental agreement or occupancy agreement shall be in writing, signed by all parties, filed with the Board of Managers, and shall provide, inter alia that continued breach of any rule or regulation, or of any provision of the Master Deed, or of the By-Laws by such tenant, lessee or occupant, after seven (7) days written notice from the Board of Managers, shall constitute a breach of such lease, rental agreement or occupancy agreement.

(c) The architectural and structural integrity of the Building and the Units shall be preserved without modification, except with the written consent of the Board of Managers, and to that end, without limiting the generality of the foregoing, no awning, screen,

antenna, sign, banner or other device, and no decoration or other feature shall be erected or placed upon or attached to any such Unit (written consent, however, not to be unreasonably withheld); no addition to or change or replacement (except, so far as practicable, with identical kind) of exterior lights, door knocker or other exterior hardware, exterior door, or door frame shall be made, and no painting attachment or decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire so long as the written consent of the Board of Managers (not to be unreasonably withheld) is obtained for any decoration, sign, or other feature visible through an exterior window; and

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association or any rules or regulations promulgated pursuant thereto.

The restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the Board of Managers. Insofar as permitted by law, they shall be perpetual and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

10. Rights Reserved to The Declarant For Sales And Future Development

(a) Notwithstanding any provision of this Master Deed, the Articles

of Association or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Units;
- (ii) Raise or lower the price of unsold Units;
- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Condominium Units;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (v) Subject to the requirements of Paragraph 11 of this Master Deed, make such modifications, additions, or deletions in and to the Master Deed or the Articles of the Association or the By-Laws as may be approved or required by any lending institution making mortgage loans on the Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provision of this Master Deed, the Articles of Association or the By-Laws to the contrary, the Declarant and their authorized agents, representatives, and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays, and insignia as they shall deem

necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, Articles of Association or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery, and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating, and removing buildings, and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium including the development and addition to the Condominium of future phases as permitted by paragraph 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Amendments Except as otherwise provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium or as otherwise provided herein, this Master Deed may be amended

by an instrument in writing:

- (a) signed by the owners of Units entitled to sixty-seven (67%) per cent or more of the undivided interests in the common areas and facilities, and
- (b) with approval having been obtained from at least fifty-one (51%) percent of the eligible mortgage holders (first mortgagees who have requested notice of such amendments from the Association); and, provided that such amendment is not considered a material change, than the lack of objection to such proposed amendments not received within thirty (30) days of mailing notice of the same to eligible mortgage holders shall be deemed approval. In the case of termination of the legal status of the project as a Condominium, approval of sixty-seven (67%) percent of eligible mortgage holders shall be required. This paragraph 11 shall not apply to amendments of the Condominium documents or termination of the Condominium resulting from destruction, damage or condemnation.

Subject to any greater requirements imposed by M.G.L.C. 183A, the consent of the owners of unit to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of eligible mortgage holders shall be required to add or amend any material provisions of the constituent documents of the project which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;

3. Reserves for maintenance, repair or replacement of the common areas (or units if applicable);
 4. Insurance or Fidelity Bonds;
 5. Rights to use of the common areas;
 6. Responsibility for maintenance and repair of the several portions of the project;
 7. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
 8. Boundaries of any Unit;
 9. The interests in the General or Limited Common Areas;
 10. Convertibility of Units into Common Areas or of Common Areas to Units;
 11. Leasing of Units;
 12. Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit;
 13. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.
- (c) signed and acknowledged by a majority of the Board of Managers of the Association, and
- (d) duly recorded with the Essex North District Registry of Deeds.

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;

No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

12. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building in which the applicable Unit or Units are located or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers of the Condominium Association or (c) repair or restoration of the Building in which the applicable Unit or Units are located or a Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

13. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or Common Areas and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and

other Common Elements serving such other Units and located in such Unit. The Board of Managers shall, upon reasonable notice except in the event of an emergency, have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building in which the Unit is located.

14. Acquisition of Units by Board of Managers. In the event (a) any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its

designee, on behalf of all Unit Owners in proportion to their respective common interests.

15. Units Subject to Master Deed, Unit Deed, By-Laws, Rules and Regulations. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and those Rules and Regulations promulgated pursuant to the By-Laws, as all of the foregoing instruments may be amended from time to time, and the items affecting the title to the Property as set forth in Paragraph 1. above. The acceptance of a deed of conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the aforementioned Rules and Regulations, as all of the foregoing instruments 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 thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws, or the aforementioned rules and regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

16. Provisions For The Protection Of Mortgagees

Declarant and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the WATER'S EDGE CONDOMINIUM ASSOCIATION, such right of first refusal shall not impair the rights of a bona fide first mortgage lender to:

(i) foreclosure 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 default by a mortgagor; or

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of WATER'S EDGE CONDOMINIUM ASSOCIATION.

(C) that any bona fide first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

(D) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the

Board of Managers of the Association shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share or ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and Facilities contemplated herein or in the Condominium Association By-Laws, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this paragraph;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking.

or a substantial loss to the Units and/or Common Elements of the Condominium;

(vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium.

(E) That all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(F) That in no case shall any provision of the Master Deed or the By-Laws of the Condominium Association give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and /or the Common Areas and Facilities of the Condominium;

(G) That a bona fide first mortgage lender, upon request to the Board of Managers of the Association, will be entitled to:

(i) written notification from the Board of Managers of the Association of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Association which is not cured within sixty (60) days;

(ii) inspect the books and records of the Association during normal business hours;

(iii) receive an audited annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;

(iv) written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Board of Managers of the Association of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium.

(E) That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice.

The Declarant intends that the provisions of this paragraph and this Master Deed comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to Condominium mortgage loans, and subject to any greater requirements imposed by H.O.L.C. 193A, all questions with respect thereto shall be resolved consistent with that intention.

17. Declarant's Reserved Rights to Construct and Add Phases

The Condominium presently is comprised of fifteen (15) Condominium Units (all as more particularly described in Exhibit B hereof) and known as Phase I. Without intending hereby to delimit or effect the

rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the addition of additional phases to the Condominium, with each phase being comprised of several Units to be contained in buildings of a type, quality and layout consistent with the Units contained in Phase 1.

The maximum number of Units in the Condominium, if all phases are declared, will be forty-two (42) Units.

The Declarant shall be under no obligation to proceed beyond the first phase; nevertheless, should the Declarant choose to proceed to develop any additional phase into the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire three (3) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) The Declarant shall have the right to locate future buildings, structures, improvements, and installations wherever it determines in its discretion the same to be appropriate or desirable.

(c) A phase may consist of any number of buildings containing any number of Units, provided however, that the aforesaid maximum number of permitted Units for the entire Condominium is not exceeded.

(d) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(e) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are added to the Condominium as part of the future phases; provided however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units in the first phase.

(f) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(g) The Declarant may add future phases and the additional buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations,

approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries set forth in subparagraphs 5(c) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 5 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7. hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised Site Plan of the Condominium showing the new building(s) and Floor Plan(s) for the new Units being added to the Condominium, which Floor Plan(s) shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights

and obligations as set forth herein for Units in the first phase of the Condominium.

(b) The Declarant shall not amend the Master Deed as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(i) It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, approval, or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature shall be required on any such amendment is that of the Declarant. Any such amendment executed by the Declarant and recorded with the Registry of Deeds shall be conclusive evidence of all facts recited therein and compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Each Unit Owner understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Association and liability for sharing in the Common Expenses of the Condominium, shall be reduced, since

the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them to the Declarant's reserved rights under this paragraph 17 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph.

(l) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of a Unit Deed, whether such deed be from the Declarant as grantor or from any other party,

constitutes and appoints the Declarant as their attorney-in-fact.

This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(a) The Declarant shall have the right and easement to construct, erect and install on the land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

(i) Additional roads, drives, parking spaces and areas, walks and paths.

(ii) New or additional Limited Common Areas.

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and

(iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased Condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to him in subparagraph 10(c) hereof.

Ownership of each building, together with the residential Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said residential Units as Units of the Condominium without accounting to any party (other than the Declarant's

mortgages) with respect to the proceeds of such sales.

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

19. Governing Law This Master Deed, the Articles of Association, the By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Articles of Association, the By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units to which at least seventy-five (75%) of the votes in the Condominium Association are allocated, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Board of Managers which notice shall be accompanied by a Certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the

Essex North District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the Essex North District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium.

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

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

A power of attorney coupled with an interest is hereby granted to Declarant by each Unit Owner and Unit mortgagee to implement the purposes of this paragraph 20. Each deed, mortgage, or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the right of the Declarant to do all that is necessary or appropriate to implement the purposes of this paragraph 20, on behalf of each Unit Owner and Unit mortgagee. The right of the Declarant to act pursuant to this paragraph shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

In Witness Whereof, ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., Trustees of G&J Realty Trust have hereunto signed and sealed these presents this 30th day of MARCH, 1988.

G&J REALTY TRUST

By: [Signature] TRUSTEE
ALAN G. LAMPERT, Trustee

[Signature] TRUSTEE
ROSCOE L. RICHARDSON, JR., Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

MARCH 30, 1988

Then personally appeared ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed before me,

[Signature]
Notary Public [Signature]

My commission expires: 6/9/89

That certain parcel of land located in Lawrence, Essex County, Massachusetts, situated at 312 Water Street, and being shown on a plan entitled "Site Plan, Water's Edge Condominium, 312 Water Street, Lawrence, Mass. 01843" prepared for: GG&J Realty Trust, 229 Billerica Road, Chelmsford, MA 01824, prepared by: C.D.E.C., P.O. Box 1235, Hampton, N.H. 03842, which plan is to be recorded herewith more particularly described as follows:

Beginning at a point on the southerly sideline of said Water Street, which point is the most northwesterly corner of the premises;

Thence running North 72° 55' 15" West along the southerly sideline of Water Street a distance of one hundred sixty-seven and 54/100 (167.54) feet to a point;

Thence turning and running North 17° 04' 45" East a distance of two hundred eighty and 00/100 (280.00) feet to a point;

Thence turning and running South 72° 55' 15" East a distance of one hundred sixty-seven and 54/100 (167.54) feet to an iron pipe;

Thence turning and running South 17° 4' 45" West a distance of two hundred eighty and 00/100 (280.00) feet to the point of beginning.

Containing according to said plan, 46,914 square feet.

The premises are subject to the following matters of record:

- a. Restrictions contained in a deed recorded in Book 561, Page 310.
- b. Zoning Board of Appeals decision on a Special Permit, Petition No. 2064, the Clerk's Certificate of which is recorded in Book 2350, Page 315, and the matters referred to therein.

Water's Edge Condominium

Exhibit B

The Units described below are located in the building comprising Phase I of the Condominium as shown on the plan entitled "Site Plan, Water's Edge Condominium, Phase I" and are laid out as shown on the floor plan entitled "Water's Edge Condominium, Phase I" which plans are both recorded herewith.

Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I, II and III
1.	Garden Style	First Floor End	938	6.40%	2.30%
2.	Townhouse	Second and third floor End	957	6.78%	2.42%
3.	Townhouse	Second and third floor interior	951	6.78%	2.42%
4.	Garden Style	First floor interior	923	6.45%	3.30%
5.	Townhouse	Second and third floor interior	941	6.78%	2.42%

002700

Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest	Percentage Interest Phase
6.	Townhouse	Second and third floor interior	941	6.78%	2.42% I, II and III
7.	Garden Style	First floor interior	923	6.45%	2.30%
8.	Townhouse	Second and third floor interior	941	6.78%	2.42%
9.	Townhouse	Second and third floor interior	941	6.78%	2.42%
10.	Garden Style	First Floor Interior	923	6.45%	2.30%
11.	Townhouse	Second and third floor interior	941	6.78%	2.42%
12.	Townhouse	Second and third floor interior	941	6.78%	2.42%

Recorded Mar. 30, 1988 at 3:12PM #6763

Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest	Percentage Interest Phase
13.	Garden Style	First floor end	938	6.45%	I, II, and III
14.	Townhouse	Second and third floor interior	941	6.78%	2.38%
15.	Townhouse	Second and third floor end	957	6.78%	2.42%

Garden style units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one full bath, washer and dryer hookups, a deck off the livingroom, an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Townhouse style units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one and one half baths, washer and dryer hookups, a deck off the livingroom and an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Approximate square footage does not include the garage, storage space, hallways, or other common or limited Common Areas.

SECOND AMENDMENT
WATER'S EDGE CONDOMINIUM

ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., Trustees of GG&J REALTY TRUST under a Declaration of Trust dated December 31, 1986 recorded with Essex North District Registry of Deeds in Book 2401, Page 146 as Declarant of Water's Edge Condominium, a condominium created pursuant to M.G.L. C. 183A by Master Deed dated March 30, 1988 and recorded with Essex North District Registry of Deeds in Book 2700, Page 165, pursuant to the power reserved to them under paragraph 20 of said Master Deed, do hereby amend said Master Deed in the following respect:

By recording herewith a floor plan entitled "Water's Edge Condominium Phase I" dated March 30, 1988. *PLA # 11073*

This plan replaces the floor plan recorded with the Master Deed. The purpose of this plan is to correct the designation of the parking and storage spaces contained in the garage level of the building.

IN WITNESS WHEREOF, ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., Trustees of GG&J REALTY TRUST have hereunto signed and sealed these presents this 25th day of April, 1988.

GG&J REALTY TRUST

[Signature]
ALAN G. LAMPERT, Trustee

[Signature]
ROSCOE L. RICHARDSON, JR.,
Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

April 25, 1988

Then personally appeared the above named Alan G. Lampert and Roscoe L. Richardson, Jr. Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me

[Signature]
Rotary Public
My Commission expires: *6-15-90.*

Recorded Apr. 26, 1988 at 3:27PM #0011
1686T

SECOND AMENDMENT
WATER'S EDGE CONDOMINIUM

ALAN G. LAMPERT and ROSCOE L. RICHARDSON, JR., Trustees of
GG&J REALTY TRUST under a Declaration of Trust dated December
31, 1986 recorded with Essex North District Registry of Deeds
in Book 2401, Page 146 as Declarant of Water's Edge
Condominium, a condominium created pursuant to M.G.L. C. 183A
by Master Deed dated March 30, 1988 and recorded with Essex
North District Registry of Deeds in Book 2700, Page 165,
pursuant to the power reserved to them under paragraph 20 of
said Master Deed, do hereby amend said Master Deed in the
following respect:

By recording herewith a floor plan entitled "Water's Edge
Condominium Phase I" dated March 30, 1988. *PLA. # 11073*

This plan replaces the floor plan recorded with the Master
Deed. The purpose of this plan is to correct the designation
of the parking and storage spaces contained in the garage level
of the building.

IN WITNESS WHEREOF, ALAN G. LAMPERT and ROSCOE L.
RICHARDSON, JR., Trustees of GG&J REALTY TRUST have hereunto
signed and sealed these presents this *25th* day of April, 1988.

GG&J REALTY TRUST

[Signature]
ALAN G. LAMPERT, Trustee

[Signature]
ROSCOE L. RICHARDSON, JR.,
Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

April 25, 1988

Then personally appeared the above named Alan G. Lampert
and Roscoe L. Richardson, Jr. Trustees as aforesaid and
acknowledged the foregoing instrument to be their free act and
deed, before me

[Signature]
Rotary Public
My Commission expires: *6-15-90.*

Recorded Apr. 26, 1988 at 3:27PM #2011
1686T

THIRD AMENDMENT TO MASTER DEED
OF WATER'S EDGE CONDOMINIUM

WHEREAS, Alan G. Lampart, Trustee of G. G. & J. Realty Trust, under a Declaration of Trust dated December 31, 1986, and recorded in Book 2401, Page 146, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Lawrence, Essex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated March 30, 1988, recorded with Essex North District Registry of Deeds in Book 2700, Page 165, as amended by First Amendment dated April 13, 1988 and recorded in Book 2710, Page 38 and by Second Amendment dated April 25, 1988, recorded in Book 2718, Page 110, establishing Water's Edge Condominium, and

WHEREAS, Paragraph 17 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to the Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at Water Street in said Lawrence:

Units 15 - 30 inclusive

Said Units shall comprise Phase II on the area depicted as Phase II on Plan of Land entitled "Site Plan, Water's Edge Condominium, Phase II, 212 Water Street, Lawrence, Mass. 01845 prepared for: G. G. & J. Realty Trust, 329 Billerica Road, Chelmsford, Mass. 01824, prepared by: C.D.E.C., P.O. Box 1235, Hampton, NH. 03842.

Simultaneous with the recording of this Amendment, there is being recorded an amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, Unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(F) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

See Pl.
11226

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Buildings are constructed of the same materials as Buildings in previous phase(s) and the building contains three (3) stories or levels. The additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) of said Master Deed. Moreover, there are no variations in the Common Areas and Facilities as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the By-Laws of the Water's Edge Condominium Association.

IN WITNESS WHEREOF, the said Declarant has duly executed and sealed this Amendment on this 18th day of August, 1988.

GG & J REALTY TRUST
By Alan G. Lampert
ALAN G. LAMPERT, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

August 18, 1988

Then personally appeared the above named Alan G. Lampert, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Timothy G. Woodward
TIMOTHY G. WOODWARD
Notary Public
My Commission Expires 5/19/89

Water's Edge Condominium
Exhibit B

The Units described below are located in the buildings comprising Phases I and II of the Condominium as shown on the plans entitled "Site Plan, Water's Edge Condominium, Phase I" and "Site Plan, Water's Edge Condominium, Phase II" and are laid out as shown on the floor plans entitled "Water's Edge Condominium, Phase I" and "Water's Edge Condominium, Phase II" which plans are either recorded previously or recorded herewith.

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage	
					Interest Phase I	Interest Phase I and II
I	1.	Garden Style	First Floor End	918	6.40%	3.22%
I	2.	Townhouse	Second and third Floor End	957	6.70%	3.37%
I	3.	Townhouse	Second and third Floor interior	931	6.74%	3.37%
I	4.	Garden Style	First floor Interior	923	6.45%	3.22%

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Phase Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phases I and II
I 3.	Townhouse	Second and third floor interior	941	6.78%	3.39%
I 6.	Townhouse	Second and third floor interior	941	6.78%	3.39%
I 7.	Garden Style	First floor interior	923	6.45%	3.22%
I 8.	Townhouse	Second and third floor interior	941	6.78%	3.39%
I 9.	Townhouse	Second and third floor interior	941	6.78%	3.39%
I 10.	Garden Style	First floor interior	923	6.45%	3.22%

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest	
					Phase I	Phase II
I	11.	Tombhouse	Second and third floor interior	941	6.78%	3.35%
I	12.	Tombhouse	Second and third floor interior	941	6.78%	3.35%
I	13.	Garden Style	First floor end	938	6.45%	2.22%
I	14.	Tombhouse	Second and third floor interior	941	6.78%	3.35%
I	15.	Tombhouse	Second and third floor end	957	6.78%	3.35%
II	16.	Garden Style	First floor end	936	-	3.22%

Phase Unit	Style	Location of Unit	Sq. Ft.	Approximate Interest	Percentage Interest	Interest Phases
II 17.	Townhouse	Second and third floor end	957	-	3.39%	I and II
II 18.	Townhouse	Second and third floor interior	951	-	3.39%	
II 19.	Garden Style	First floor interior	928	-	3.22%	
II 20.	Townhouse	Second and third floor interior	941	-	3.39%	
II 21.	Townhouse	Second and third floor interior	941	-	3.39%	

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest	Percentage Interest Phases
II	22.	Garden Style	First floor interior	923	-	1.224
II	23.	Townhouse	Second and third floor interior	941	-	3.294
II	24.	Townhouse	Second and third floor interior	941	-	3.294
II	25.	Garden Style	First floor interior	923	-	3.228
II	26.	Townhouse	Second and third floor interior	941	-	3.288

PHASE	UNIT	STYLE	LOCATION OF UNIT	Approximate Sq. Ft.	Percentage Interest	Percentage Interest Phases
II	27.	Townhouse	Second and third floor interior	941	-	I and II 3.39%
II	28.	Garden Style	First floor end	938	-	3.23%
II	29.	Townhouse	Second and third floor interior	951	-	3.39%
II	30.	Townhouse	Second and third floor end	957	-	3.39%

Garden style Units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one full bath, washer and dryer hookups, a deck off the livingroom, an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Townhouse style units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one and one half baths, washer and dryer hookups, a deck off the livingroom and an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Approximate square footage does not include the garage, storage space, hallways, or other Common or limited Common Areas.

FOURTH AMENDMENT TO MASTER DEED
OF WATER'S EDGE CONDOMINIUM

WHEREAS, ALAN G. LAMPERT, Trustee of GG & J Realty Trust, under a Declaration of Trust dated December 31, 1986, and recorded in Book 2401, Page 146, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Lawrence, Essex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated March 30, 1988, recorded with Essex North District Registry of Deeds in Book 2700, Page 165, as amended by First Amendment dated April 13, 1988 and recorded in Book 2710, Page 38, by Second Amendment dated April 25, 1988, recorded in Book 2718, Page 110, and by Third Amendment dated August 18, 1988, establishing Water's Edge Condominium, and

WHEREAS, the Declarant has reserved the right and power under Paragraph 20 of said Master Deed to record special amendments of the Master Deed;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in the following manner:

By adding a new subparagraph, paragraph 17(N) as follows:

"The Declarants reserved rights under this paragraph 17 shall be limited in the following respects:

(i) The designation of portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of Units to be added to the Condominium shall be permitted only for balconies and decks appurtenant to such Units and garages and storage spaces located in the lower level of the buildings containing such new Units.

(ii) The buildings containing the new Units shall be located as shown on the Site Plan of the Condominium and shall not interfere with the ordinary use of the prior constructed Units."

IN WITNESS WHEREOF, the said Declarant has duly executed and sealed this Amendment on this 9th day of September, 1988.

GG & J REALTY TRUST

By: Alan G. Lampert
ALAN G. LAMPERT, Trustee

Middlesex, ss. COMMONWEALTH OF MASSACHUSETTS September 9, 1988

Then personally appeared the above named ALAN G. LAMPERT, Trustee of the aforesaid GG & J REALTY TRUST, and acknowledged the foregoing instrument to be his free act and deed, before me

[Signature]
Notary Public
My commission expires: 6-9-89

0530X

Recorded Sept. 20, 1988 at 3:10PM #22786

FIFTH AMENDMENT TO MASTER DEED
OF WATER'S EDGE CONDOMINIUM

WHEREAS, Alan G. Lampert, Trustee of GG & J Realty Trust, under a Declaration of Trust dated December 31, 1986, and recorded in Book 2401, Page 146, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Lawrence, Essex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated March 30, 1988, recorded with Essex North District Registry of Deeds in Book 2700, Page 165, as amended by First Amendment dated April 13, 1988 and recorded in Book 2710, Page 38, by Second Amendment dated April 25, 1988, recorded in Book 2716, Page 110, by Third Amendment dated August 18, 1988 and recorded in Book 2791, Page 241 and by Fourth Amendment dated September 9, 1988 and recorded in Book 2809, Page 117, establishing Water's Edge Condominium, and

WHEREAS, Paragraph 17 of said Master Deed sets forth the manner in which said Master Deed may be amended to add additional phases to the Condominium;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed as amended as aforesaid, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located at Water Street in said Lawrence:

Units 31 - 42 inclusive

Said Units shall comprise Phase III on the area depicted as Phase III on Plan of Land entitled "Site Plan, Waters Edge Condominium, Phase III, 312 Water Street, Lawrence, Mass. 01843 prepared for: G. G. & J. Realty Trust, 229 Billerica Road, Chelmsford, Mass. 01824, prepared by: C.D.E.C., P.O. Box 1235, Hampton, NH. 03842.

Simultaneous with the recording of this Amendment, there is being recorded an amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, Unit numbers and dimensions of the new

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Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

Buildings are constructed of the same materials as Buildings in previous phase(s) and the building contains three (3) stories or levels. The additional Units show no variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) of said Master Deed. Moreover, there are no variations in the Common Areas and Facilities as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the By-Laws of the Water's Edge Condominium Association.

IN WITNESS WHEREOF, the said Declarant has duly executed and sealed this Amendment on this 10th day of October, 1989.

GG & J REALTY TRUST
By: 
ALAN G. LAMPERT, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

October 10, 1989

Then personally appeared the above named Alan G. Lampert, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.



Notary Public
My Commission Expires: 6-15-90

Water's Edge Condominium

Exhibit B

The Units described below are located in the buildings comprising Phases I, II, and III of the Condominium as shown on the plans entitled "Site Plan, Water's Edge Condominium, Phase I", and "Site Plan, Water's Edge Condominium, Phase II" and "Site Plan, Water's Edge Condominium, Phase III", and are laid out as shown on the Floor Plans entitled "Water's Edge Condominium, Phase I", "Water's Edge Condominium, Phase II" and "Water's Edge Condominium, Phase III", which plans are either recorded previously or recorded herewith.

Phase Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phases I, II and III	Percentage Interest Phases I, II and III
I 1.	Garden Style	First Floor End	938	6.40%	3.22%	2.30%
I 2.	Townhouse	Second and third floor End	957	6.78%	3.39%	2.42%
I 3.	Townhouse	Second and third floor interior	951	6.78%	3.39%	2.42%
I 4.	Garden Style	First floor Interior	923	6.45%	3.22%	2.30%
I 5.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I 6.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I 7.	Garden Style	First floor Interior	923	6.45%	3.22%	2.30%

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Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phase I, II and I, I
I	8.	Townhouse	Second and third	941	6.78%	3.39%	2.42%
I	9.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	10.	Garden Style	First Floor interior	923	6.45%	3.22%	2.30%
I	11.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	12.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	13.	Garden Style	First floor end	938	6.45%	3.22%	2.30%
I	14.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	15.	Townhouse	Second and third floor end	957	6.78%	3.39%	2.46%
II	16.	Garden Style	First floor end	938	-	3.22%	2.30%
II	17.	Townhouse	Second and third floor end	957	-	3.39%	2.42%
II	18.	Townhouse	Second and third floor interior	951	-	3.39%	2.42%

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phases I, II and III
II	19.	Garden Style	First floor interior	923	-	3.22%	2.30%
II	20.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	21.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	22.	Garden Style	First floor interior	923	-	3.22%	2.30%
II	23.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	24.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	25.	Garden Style	First floor interior	923	-	3.22%	2.30%
II	26.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	27.	Townhouse	Second and third floor interior	941	-	3.39%	2.42%
II	28.	Garden Style	First floor end	938	-	3.22%	2.30%

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Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phase I, II and I.I
II	29.	Townhouse	Second and third floor interior	951	-	3.39%	2.42%
II	30.	Townhouse	Second and third floor end	957	-	3.39%	2.42%
III	31	Garden	First floor end		-	-	2.30%
III	32	Townhouse	Second and third floor end		-	-	2.42%
III	33	Townhouse	Second and third floor interior		-	-	2.42%
III	34	Garden	First floor interior		-	-	2.30%
III	35	Townhouse	Second and third floor interior		-	-	2.42%
III	36	Townhouse	Second and third floor interior		-	-	2.42%
III	37	Garden	First floor interior		-	-	2.30%
III	38	Townhouse	Second and third floor interior		-	-	2.42%
III	39	Townhouse	Second and third floor interior		-	-	2.42%

Recorded Oct.11,1989 at 11:8AM #22178

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phases I, II and I.I.I
III	40	Garden	First floor end	-	-	-	2.30%
III	41	Townhouse	Second and third floor interior	-	-	-	2.42%
III	42	Townhouse	Second and third floor end	-	-	-	2.42%

Garden style Units each contain 2 bedrooms, one livingroom, a kitchen with dining area, or full bath, washer and dryer hookups, a deck off the livingroom, an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Townhouse style units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one and one half baths, washer and dryer hookups, a deck off the livingroom and an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Approximate square footage does not include the garage, storage space, hallways, or other Common or limited Common Areas.

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SIXTH AMENDMENT TO MASTER DEED
OF WATER'S EDGE CONDOMINIUM

WHEREAS, Alan G. Lampert, Trustee of GG & J Realty Trust, under a Declaration of Trust dated December 31, 1986, and recorded in Book 2401, Page 146, of Chelmsford, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Lawrence, Essex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated March 30, 1988, recorded with Essex North District Registry of Deeds in Book 2700, Page 165, as amended by First Amendment dated April 13, 1988 and recorded in Book 2710, Page 38, by Second Amendment dated April 25, 1988, recorded in Book 2716, Page 110, by Third Amendment dated August 18, 1988 and recorded in Book 2791, Page 241, by Fourth Amendment dated September 9, 1988 and recorded in Book 2809, Page 117, and by Fifth Amendment dated October 10, 1989 and recorded in Book 3010, Page 93, establishing Water's Edge Condominium, and

WHEREAS, the approximate square footage of all units comprising Phase III was erroneously omitted from the above Fifth Amendment to Master Deed; and

WHEREAS, the Declarant has reserved the right and power under Paragraph 20 of said Master Deed to record special amendments of the Master Deed.

NOW, THEREFORE, the Declarant does hereby amend said Master Deed of said condominium by recording herewith a revised Exhibit B of the Fifth Amendment to Master Deed of Water's Edge Condominium.

In Witness Whereof, the said Declarant has duly executed and sealed this Amendment on this 27th day of OCTOBER, 1989.

GG & J REALTY TRUST

By Alan G. Lampert Trustee
ALAN G. LAMPERT Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

OCTOBER 27, 1989

Then personally appeared the above named Alan G. Lampert, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Timothy G. Woodward
Timothy G. Woodward
Notary Public
My Commission Expires: 6/21/96

2974B

Water's Edge Condominium

Exhibit B

The Units described below are located in the buildings comprising Phases I, II, and III of the Condominium as shown on the plans entitled "Site Plan, Water's Edge Condominium, Phase I", and "Site Plan, Water's Edge Condominium, Phase II" and "Site Plan, Water's Edge Condominium, Phase III", and are laid out as shown on the Floor Plans entitled "Water's Edge Condominium, Phase I", "Water's Edge Condominium, Phase II" and "Water's Edge Condominium, Phase III", which plans are either recorded previously or recorded herewith.

Phase Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phases I, II and III	Percentage Interest Phases I, II and III
I 1.	Garden Style	First Floor End	938	6.40%	3.22%	2.30%
I 2.	Townhouse	Second and third floor End	957	6.78%	3.39%	2.42%
I 3.	Townhouse	Second and third floor interior	951	6.78%	3.39%	2.42%
I 4.	Garden Style	First floor Interior	923	6.45%	3.22%	2.30%
I 5.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I 6.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I 7.	Garden Style	First floor Interior	923	6.45%	3.22%	2.30%

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phases I, II and III
I	8.	Townhouse	Second and third	941	6.78%	3.39%	2.42%
I	9.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	10.	Garden Style	First Floor interior	923	6.45%	3.22%	2.30%
I	11.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	12.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	13.	Garden Style	First floor end	938	6.45%	3.22%	2.30%
I	14.	Townhouse	Second and third floor interior	941	6.78%	3.39%	2.42%
I	15.	Townhouse	Second and third floor end	957	6.78%	3.39%	2.46%
II	16.	Garden Style	First floor end	938	-	3.22%	2.30%
II	17.	Townhouse	Second and third floor end	957	-	3.39%	2.42%
II	18.	Townhouse	Second and third floor interior	951	-	3.39%	2.42%

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phases I, II and III
II	19.	Garden Style	First floor interior	923	-	3.22%
II	20.	Townhouse	Second and third floor interior	941	-	3.39%
II	21.	Townhouse	Second and third floor interior	941	-	3.39%
II	22.	Garden Style	First floor interior	923	-	3.22%
II	23.	Townhouse	Second and third floor interior	941	-	3.39%
II	24.	Townhouse	Second and third floor interior	941	-	3.39%
II	25.	Garden Style	First floor interior	923	-	3.22%
II	26.	Townhouse	Second and third floor interior	941	-	3.39%
II	27.	Townhouse	Second and third floor interior	941	-	3.39%
II	28.	Garden Style	First floor end	938	-	3.22%

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phase I and II	Percentage Interest Phases I, II and III
II	29.	Townhouse	Second and third floor interior	951	-	3.39%	2.42%
II	30.	Townhouse	Second and third floor end	957	-	3.39%	2.42%
III	31	Garden	First floor end	938	-	-	2.30%
III	32	Townhouse	Second and third floor end	957	-	-	2.42%
III	33	Townhouse	Second and third floor interior	951	-	-	2.42%
III	34	Garden	First floor interior	932	-	-	2.30%
III	35	Townhouse	Second and third floor interior	941	-	-	2.42%
III	36	Townhouse	Second and third floor interior	941	-	-	2.42%
III	37	Garden	First floor interior	932	-	-	2.30%
III	38	Townhouse	Second and third floor interior	941	-	-	2.42%
III	39	Townhouse	Second and third floor interior	941	-	-	2.42%

Recorded Oct. 31, 1989 at 9:2AM #23762

Phase	Unit	Style	Location of Unit	Approximate Sq. Ft.	Percentage Interest Phase I	Percentage Interest Phases I, II and III
III	40	Garden	First floor end	938	-	2.30%
III	41	Townhouse	Second and third floor interior	951	-	2.42%
III	42	Townhouse	Second and third floor end	957	-	2.42%

Garden style Units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one full bath, washer and dryer hookups, a deck off the livingroom, an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Townhouse style units each contain 2 bedrooms, one livingroom, a kitchen with dining area, one and one half baths, washer and dryer hookups, a deck off the livingroom and an exclusive right and easement for one parking space in the garage and one storage space in the lower level.

Approximate square footage does not include the garage, storage space, hallways, or other Common or limited Common Areas.