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PRESERVATION RESTRICTION AGREEMENT

Between

JANET L. MORRIS, F/K/A JANET L. MORELAND

RICHARD C. BATTEN JR. AND PATRICIA A.M. BATTEN

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION is made this 29 day of October 2013 (this "**Restriction**") by and between Janet L. Morris, f/k/a Janet L. Moreland, individually and in her capacity as declarant of the 36 North Atkinson Street Condominium ("**Morris**"), with a mailing address of 9 Broad Street, Newburyport, Massachusetts 01950 and Richard C. and Patricia A.M. Batten, as owners of Unit 1 (a/k/a "Unit A") of the 36 North Atkinson Street Condominium (collectively, "**Batten**") (Morris and Batten being collectively, the "**Grantors**" and each individually a "**Grantor**"), and the CITY OF NEWBURYPORT ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (the "**Commission**").

WHEREAS, prior to November 9, 2010, Morris was the owner in fee simple of certain real property located at 36 North Atkinson Street, Newburyport, Massachusetts (hereinafter referred to as the "**Premises**"), described in a deed recorded with the Essex South District Registry of Deeds on June 26, 2007, Book 27069, Page 197 (attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, Morris submitted the Premises together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Massachusetts General Laws, Chapter 183A thereby creating the 36 North Atkinson Street Condominium by Master Deed and Declaration of Trust creating 36 North Atkinson Street Condominium Trust dated November 9, 2010 and recorded with Essex South District Registry of Deeds in Book 29958, Page 148 (collectively the "**Condominium Documents**") attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, on or about November 9, 2010, Morris conveyed title to Unit A of the 36 North

Atkinson Street Condominium to Richard C. Batten, Jr. and Patricia A.M. Batten, with a mailing address of 36 North Atkinson Street, Unit A, Newburyport, Massachusetts 01950 by Unit Deed dated November 9, 2010 and recorded with the Essex South District Registry of Deeds in Book 29958, Page 170; and

WHEREAS, said Premises are currently improved by two structures thereon, the historic residence and a new garage, (the "**Buildings**"), described as follows:

The Building is an excellent example of the Greek Revival style that predominated in Newburyport during the early years of the twentieth century. The two and three-fourth story house, with a gable, hipped roof, is characteristically Greek Revival. The Building is further depicted and described in Condominium plans entitled "Condominium Plan Atkinson Condominium, 36 No. Atkinson Street, Newburyport, MA," Alan Engineering, LLC dated November 8, 2010 and recorded with Essex South District Registry of Deeds in Plan Book 426 as Plan 62 (the "**Condominium Site Plan**") attached hereto as Exhibit C incorporated herein and attached hereto;

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its Greek Revival Architecture, the Building being important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, Grantors and Grantee recognize the architectural, historic, and cultural values (hereinafter "**Preservation Values**") and significance of the Building and the Premises, and have the common purpose of preserving the aforesaid Preservation Values and significance of the exterior of the Building and the Premises; and

WHEREAS, the Building's and the Premises' Preservation Values are documented in a series of photographs and documents (hereinafter, "**Baseline Documentation**") incorporated herein and attached hereto as Exhibit D, which Baseline Documentation the Parties agree provides an accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit D) shall consist of the following:

- 1) Photographs
- 2) Massachusetts Historical Commission Inventory Form for 36 North Atkinson Street, Newburyport
- 3) Site plan entitled "Site Plan Moreland Property", Alan Engineering, LLC dated October 9, 2007 (the "**Site Plan**").
- 4) The Condominium Site Plan attached hereto as Exhibit C.
- 5) Unit plan entitled "Unit A Plans N. Atkinson Street Condominium, 36 No. Atkinson Street, Newburyport, MA," Aileen C. Graf, Architect dated August 9, 2010 and recorded with Essex South District Registry of Deeds in Plan Book 426 as Plan 62 (the "**Unit Plan**").
- 6) Letter from Newburyport Historical Commission dated January 12, 2008.

WHEREAS, on or about November 7, 2007, Morris applied for a Special Permit pursuant to

Section VI-C of the Zoning Ordinance and as a condition of said permit the Grantor has agreed to impose a restriction on the Building and Premises for the preservation and renovation of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute (the "**Restriction**" or "**Preservation Restriction**"); and

WHEREAS, said Special Permit was allowed by the City of Newburyport Planning Board on February 20, 2008 and recorded with the Essex South District Registry of Deeds on June 3, 2008 in Book 27824, Page 431 attached hereto as Exhibit E incorporated herein and attached hereto; and

WHEREAS, the Grantors, in further consideration of the receipt of such Special Permit and to ensure the preservation of the aforementioned Building, agrees and desires to impose certain restrictions, obligations and duties upon themselves, their successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building; and

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of their architectural and historical heritage and serves the public interest in a manner consistent with the purposes of the General Laws, Chapter 184, Sections 31, 32 and 33 (the "**Act**"); and

WHEREAS, the Grantee is authorized to accept preservation restrictions as a governmental body duly authorized under the laws of the Commonwealth of Massachusetts, and its agent the Commission is authorized and directed by the Grantee to manage the Premises and Building burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this Restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Premises and the exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Premises or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building. Grantors agree at all times to maintain the Premises and the exterior of the Building in accordance with this Restriction and in compliance with all federal, state and local laws, codes and bylaws applicable to the Premises and/or the Building. Grantors' obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Building in a good, sound and attractive condition and state of repair. This covenant to maintain shall, however, be subject to the casualty provisions of Paragraph 10.

2. Preservation Restriction: The Grantors grant the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Premises, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantors in accordance with the requirements of Paragraph 8, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of Paragraph 10. For the purposes of this Restriction, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto and hereby incorporated by reference as Exhibit F.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Premises.

3. Grantors' Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantors covenant and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing. Grantors' obligation to maintain shall require replacement, repair, and reconstruction by Grantors whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantors' covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.1. Grantors' Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this Paragraph:

- a. the Buildings shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Buildings;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Buildings and the construction of Unit B, may be created on the Property, subject to utility easements already recorded;

- d. no additions and/or outbuildings may be attached to the Buildings without prior approval of the Grantor;
- e. moving the Buildings to another location shall be forbidden without prior approval of the Commission.
- f. the gable end of the home shall face the street. The front entrance shall remain an off-set doorway. The triangular pediment and wood trim surrounding the doorway shall be preserved through regular maintenance and simple repairs;
- g. the exterior siding shall consist of wood clapboards. The foundation of the original structure shall remain brick;
- h. any changes to the windows shall require prior approval by the Commission;
- i. except through natural disaster, no demolition or addition to the exterior of the Building except as such may be approved the Newburyport Planning Board pursuant to the aforementioned Special Permit shall take place without further Planning Board approval. This section applies to major changes, such as alteration of the roof line and inappropriate removal of architectural details and is not meant to prohibit minor alterations, such as routine maintenance, in-kind replacement of materials, windows and architectural features and painting. Such minor alterations shall not require Planning Board approval;
- j. No living space shall be permitted to be constructed within the garages on the site.
- k. Except as permitted herein, any change to the Site Plan affecting the Open space, No Cut Zones, Trees to be preserved or driveway areas shall not be permitted or undertaken without review and approval of the city of Newburyport Planning board.
- l. Preservation of Interior Trees. Specific mature trees in the interior of the site, as depicted on the Site Plan shall be preserved, to the maximum extent feasible.
- m. Visual Screening. Vegetative screening as shown on the Site Plan shall be kept and maintained in perpetuity so as to provide a visual buffer to the proximate abutting properties. New and existing conifer plantings along the westerly side of the property lines shall be maintained in perpetuity to provide the aforementioned screening. As such plantings expire naturally they shall be replaced in kind.

4.2 Conditional Rights Requiring Grantee Approval: Subject to the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantors shall not alter the Building without prior express written approval of the Commission. Without said approval Grantors shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in

material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantors shall similarly not make any alterations to the surrounding Premises that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantors to maintain the Building and the Premises which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines, which are attached to this Restriction as Exhibit F.

5. Grantors' Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 3, the following rights, uses, and activities of or by Grantors on, over, or under the Premises are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Premises; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of paragraph 3, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantors of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 4;
- c. the right to construct the "Proposed 1-1/2 Story Single Family House" and "Proposed Garage" (collectively "**Unit B**") as shown on the Site Plan.

6. Permitted Activities. Nothing contained herein shall prevent the Grantors, their successors and assigns from:

- a. Using and altering the No Cut Zones consistent with approved plans, decision, variances, permits and orders as issued by any agency, board or commission of the

City of Newburyport and any order of conditions issued under the Commonwealth of Massachusetts Wetlands Protection Act or similar local ordinance;

- b. Pruning of trees greater than two inches in caliper;
- c. Cutting or thinning of trees less than two inches in caliper;
- d. Trimming shrubs under story for purposes of aesthetics, removing hazards, disease and insect, storm or fire damage or for the removal of dead wood;
- e. And lawn mowing and landscaping activities to the extent they are consistent with Paragraphs a – d above and the intent and requirements of this Restriction.

7. Review of Grantors' Requests for Approval: Grantors shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantors shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantors with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantors to undertake the proposed activity in accordance with the plan or request submitted and to permit Grantors to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time. Grantors shall comply with the requirements of this Paragraph in seeking Grantors' approval, whenever such approval is required under this Restriction.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards and Guidelines.

9. Casualty Damage or Destruction: In the event that the Building or the Premises shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantors shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantors without the Commission's prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantors at their expense shall submit to the Commission a written report prepared by a qualified

restoration architect and an engineer who are acceptable to the Grantors and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Batten and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Batten and the Commission shall establish a schedule under which Batten shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Batten.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Batten and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction Batten may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Premises. Batten and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 11, Batten and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. The Arbiter shall have experience in historic preservation matters.

11. Insurance: Batten shall keep the Building insured by an insurance company rated "A-I" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Batten or contribution or coinsurance from Batten. Batten shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust nothing

contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Batten hereby agrees to pay, protect, indemnify, hold harmless and defend, at their own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused directly by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Batten is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which Morris, Batten or Grantee may desire or be required to give to the other party shall be in writing, sent by overnight courier, registered or certified mail with return receipt requested, or hand-delivered;

Morris: Janet L. Morris, f/k/a Janet L. Moreland, 9 Broad Street, Newburyport, MA 01950

Grantee: City of Newburyport, c/o Newburyport Historical Commission, City Hall, 60 Pleasant Street, Newburyport, MA 01950

Batten: Richard C. Batten, Jr. and Patricia A.M. Batten, 36 North Atkinson Street, Unit A, Newburyport, Massachusetts 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Batten, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Premises on an annual basis and on such other times as Grantee may reasonably request. Grantor and Batten covenant not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantors, for themselves, their assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, may result in the Grantee exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building,

and such other legal and equitable remedies as may be available to the Grantee to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event that a Grantor is found to have violated any of its obligations, the Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Grantee, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Grantee any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof. Enforcement of the terms of this Restriction shall be at the discretion of the Commission. Any election by the Grantee as to the manner and timing of the exercising of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Restriction, the Grantee does not assume any liability or obligation relating to the condition of the Building or the Premises, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Each Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, a Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor and/or Batten shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Buyers prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Premises and shall inure to the benefit of the Grantee and all parties claiming by, through or under the Grantee and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Grantee constitute the perpetual right of the Grantee to enforce this Preservation Restriction Agreement. Grantors hereby covenant for themselves to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantors and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantors and Grantee, and the words "Grantor", "Grantors", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, a Grantor shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantors, verbatim or by express reference, in any

subsequent deed or other legal instrument by which any Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust qualified under the Act whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantors shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor and Grantee, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantors and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the Purpose of this Restriction and necessitate extinguishment of the Restriction. The removal of the Premises from Massachusetts General Laws, Chapter 183A shall not constitute an extinguishment of this Restriction per se. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment shall require approvals by the City of Newburyport and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. In the event of a sale of the Premises, net proceeds of sale shall be paid to Batten.

24. Condemnation: If all or any part of the Premises is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantors and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Premises that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantors and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantors accordingly.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained

herein.

- b. This instrument may be executed in three counterparts, one of which is to be retained by each Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. It is the intent of the Parties hereto to agree and to bind themselves, their successors and their assigns to each term of this instrument for the Term of this Restriction, whether this instrument be enforceable by reason of any statute or common law either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit any Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantors and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Premises and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this Paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross binding for the Term and may only be released, in whole or in part, by the Grantee in accordance with the requirements of the Act, and any applicable laws, ordinances, rules and regulations.

28. Revised Baseline Documentation: Grantor has filed a new, comprehensive set of high

resolution photographic documentation depicting the exterior of the Building, said photographic documentation has been filed with and maintained by the Commission in archival print and digital CD format at the Newburyport Historical Commission, in care of the City of Newburyport Office of Planning and Development, 60 Pleasant Street, Newburyport, MA, 01950, together with a numbered list of photographs indicating photographic view and date taken, said documentation to be used in the administration and enforcement of the purposes and terms of this Restriction. Said numbered list of photographs and a set of the photographic images is attached hereto and incorporated herein by this reference ex Exhibit D1.

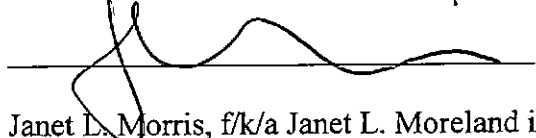
29. Mortgage Subordination: Grantor represents and warrants to Grantee that the Premises are not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following:

- a. First mortgage granted to the Institution for Savings in Newburyport and its Vicinity by Richard C. Batten, Jr. and Patricia A.M. Batten, owners of Unit A, recorded with the Essex South District Registry of Deeds in Book 29958, Page 172.
- b. First mortgage granted to the Institution for Savings in Newburyport and Its Vicinity by Janet Morris (f/k/a Janet Moreland) recorded with the Essex South District Registry of Deeds in Book 32455, Page 590.

The Institution for Savings in Newburyport and its Vicinity has subordinated its mortgages to this Restriction. Attached as Exhibit G. Grantors agree not to enter into or permit other mortgages, liens or leases affecting the Premises prior in right to this Restriction.

30. Archaeological Activities. The conduct of archaeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of and archaeological filed investigation plan prepared by the Grantor and approved in writing by State Archaeologist of the Massachusetts Historical Commission (M.G.L. Chapter 9, Section 27C, 950 CMR 70.00)

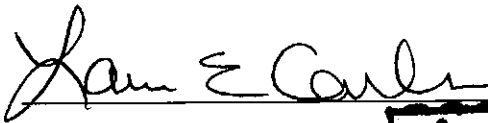
IN WITNESS WHEREOF, the Grantor Janet L. Morris f/k/a Janet L. Moreland sets her hand and seal this 9th day of September 2013.


Janet L. Morris, f/k/a Janet L. Moreland individually and in her capacity as Declarant of the 36 North Atkinson Street Condominium,

COMMONWEALTH OF MASSACHUSETTS

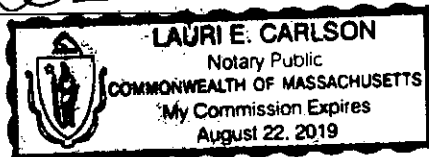
Essex, ss.

On this 9th day of September, 2013, before me, the undersigned notary public, personally appeared Janet L. Morris, f/k/a Janet L. Moreland, individually and in her capacity as Declarant of the 36 North Atkinson Street Condominium, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.



Notary Public

My Commission Expires: _____



Print Notary Public's Name: Lauri Carlson

IN WITNESS WHEREOF, the Grantors Richard C. Batten and Patricia A.M. Batten sets his and her hand and seal this 8th day of September 2013.

Richard C. Batten, Jr

Richard C. Batten, Jr

Patricia A.M. Batten

Patricia A.M. Batten

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 8th day of September, 2013, before me, the undersigned notary public, personally appeared Richard C. Batten Jr and Patricia A.M. Batten, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by their voluntarily for its stated purpose.

Shannon Lavalley

Notary Public

Shannon Lavalley
Notary Public
My Commission Expires February 3, 2017
Commonwealth of Massachusetts



My Commission Expires: February 3, 2017.

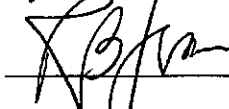
Print Notary Public's Name: Shannon Lavalley

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk for the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on 10/28, 2013, the City Council voted to approve the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest.

CITY OF NEWBURYPORT,

By its Clerk




Richard B. Jones

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

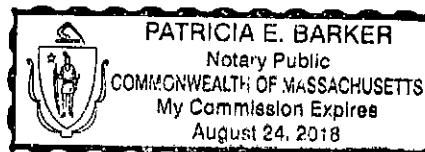
On this 29th day of October, 2013, before the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Clerk for the City of Newburyport.



Notary Public:

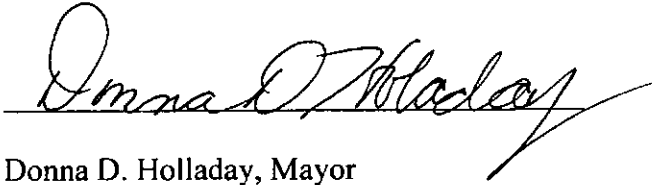
My commission Expires:

Print Notary Public's Name: _____



The undersigned hereby certifies that the foregoing Preservation Restrictions have been approved and accepted by the City of Newburyport

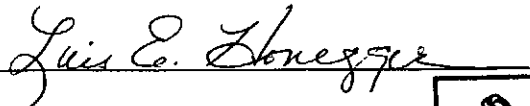
CITY OF NEWBURYPORT


Donna D. Holladay, Mayor

COMMONWEALTH OF MASSACHUSETTS

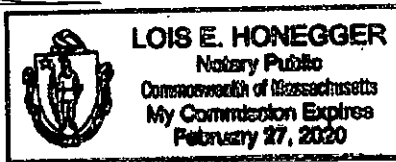
Essex, ss

On this 29th day of October, 2013, before the undersigned notary public, personally appeared Donna D. Holladay, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.



Notary Public:

My commission Expires:




Print Notary Public's Name: Lois E. HONEGGER

APPROVAL BY THE NEWBURYPORT HISTORICAL COMMISSION

GRANTEE:

City of Newburyport

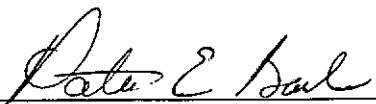
The undersigned hereby certifies that the foregoing Preservations Restrictions have been approved and accepted by the Newburyport Historical Commission

By: 
Linda Smiley, Chairperson
Its duly authorized Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

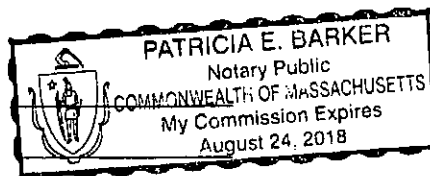
On this 5th day of September, 2013, before the undersigned notary public, personally appeared Linda Smiley, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose Chairperson for the Newburyport Historical Commission



Notary Public

My commission Expires:

Print Notary Public's Name:



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned, Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By Brona Simon

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 6th day of November, 2013, before the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maida

Notary Public

My commission Expires:

Print Notary Public's Name:

January 25, 2019
Nancy Maida

Exhibit A:

Grantor's Deed to Premises – See Attachment.

Exhibit B:

Condominium Documents – See Attachment.

Exhibit C:

Condominium Site Plan – See Attachment.

Exhibit D:

Baseline Documentation – See Attachment.

Exhibit E:

Special Permit – See Attachment.

Exhibit F:

Restriction Guidelines – See Attachment.

Exhibit G:

Mortgage Subordination for Institution for Savings – See Attachment.

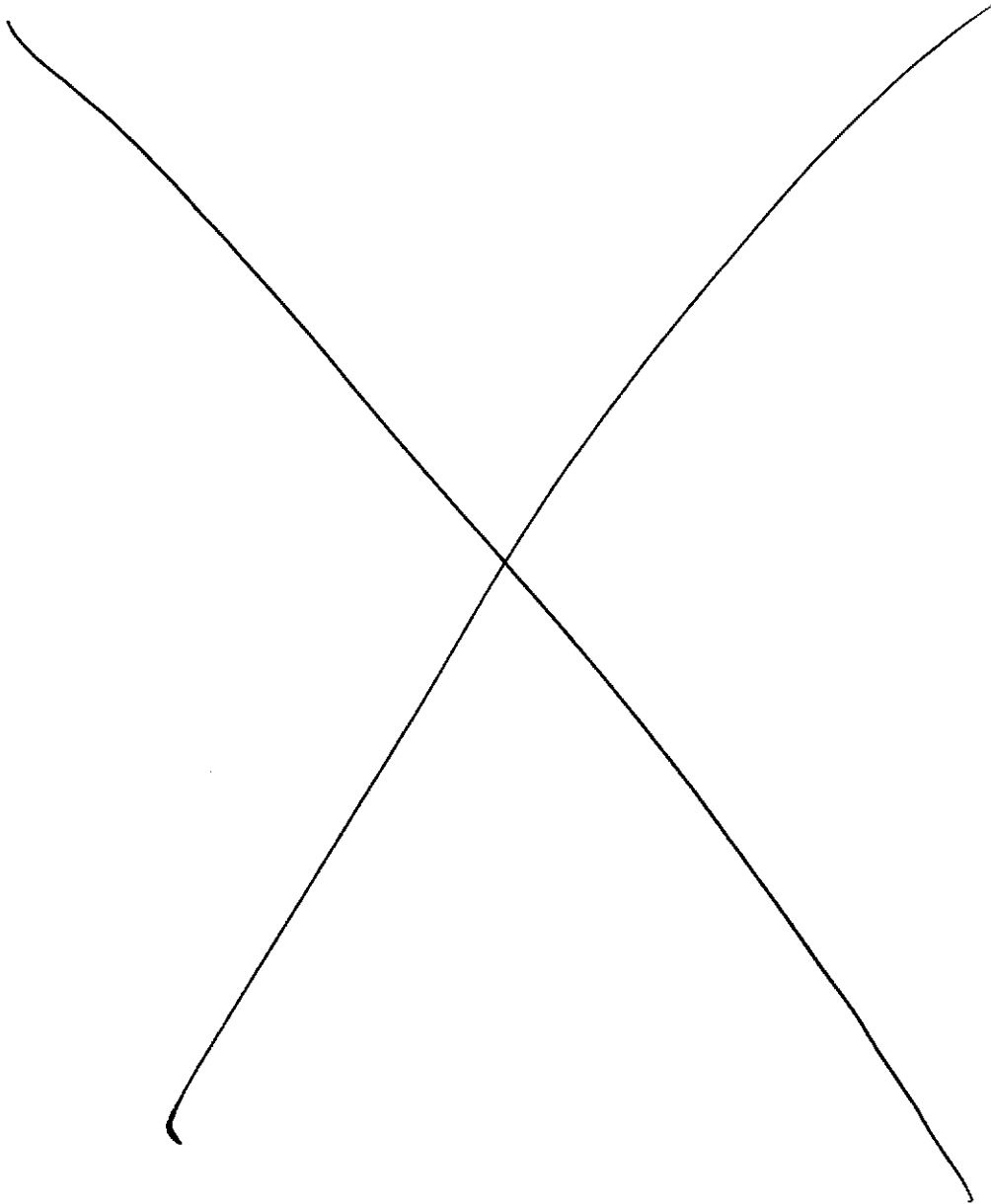
List of Features

Exterior:

- A. Gable end of home shall face North Atkinson Street
- B. Front entrance shall remain an off-set doorway
- C. Triangular pediment and decorative wood trim surrounding the doorway
- D. Decorative trim elements including entablatures above windows
- E. Bed moulding and roof line

EXHIBIT A

Grantor's Deed to Premises – Attached



Executed as a sealed instrument this _____ day of June, 2007

Marijo G. Ezeble
Marijo G. Ezeble

STATE OF FLORIDA

County, St. *Volusia*

June , 2007

On this *26th* day of June, 2007, before me, the undersigned notary public, personally appeared Marijo G. Ezeble, proved to me through satisfactory evidence of *Florida State ID card* identification, which was _____ to be the person whose name is signed on the preceding or attached document in my presence and acknowledged to me that he/she signed it voluntarily for its stated purpose.

A. Ezeble
Notary Public
My commission expires:

Notary Public Seal

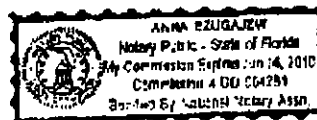
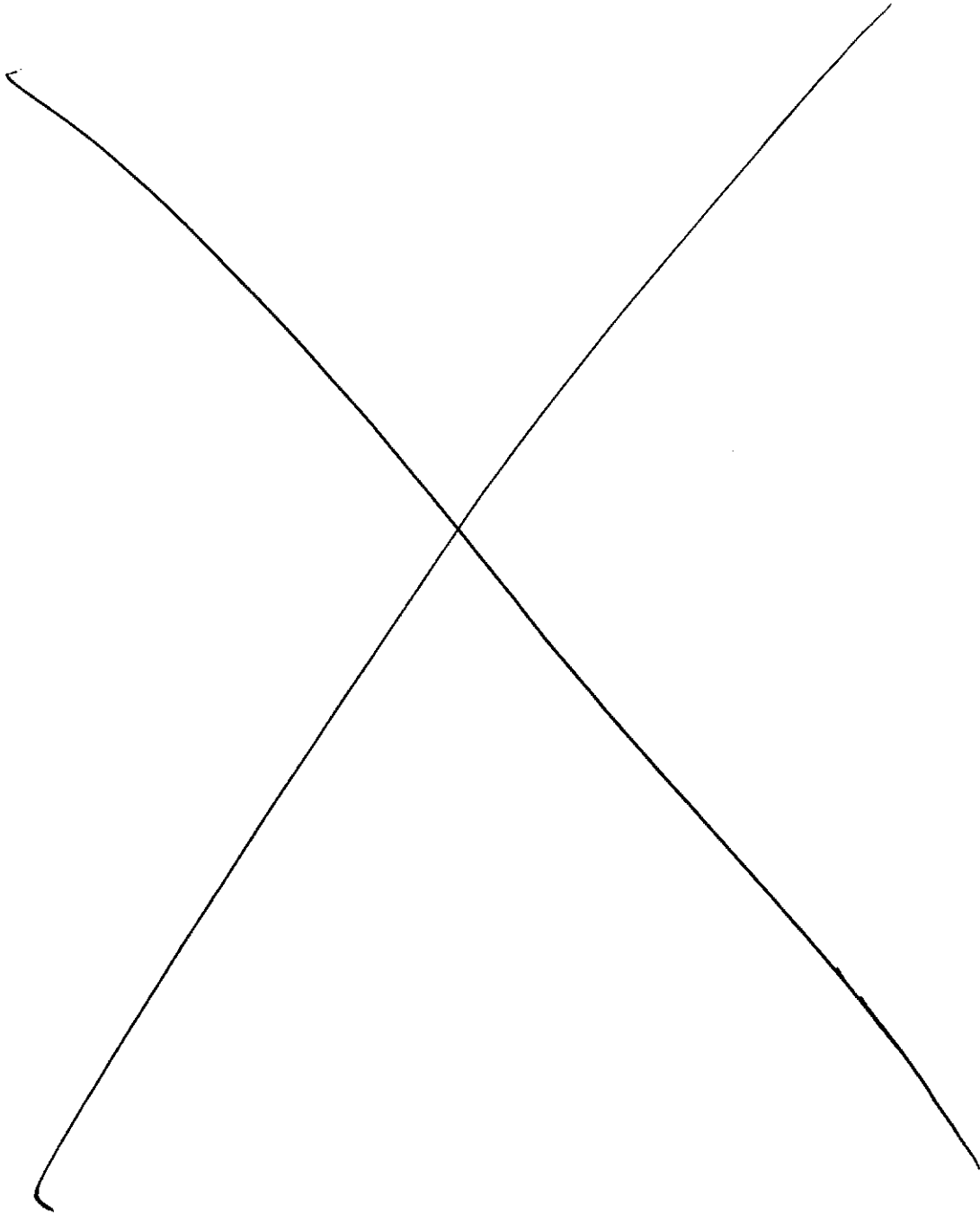


EXHIBIT B

Condominium Documents - Attached



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125

+ 2pc

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**MASTER DEED
OF
36 NORTH ATKINSON STREET CONDOMINIUM**

Janet L. Moreland of 9 Broad Street, Newburyport, Massachusetts being the sole owner of the land at 36 North Atkinson Street, Newburyport, Essex County, Massachusetts, described in Exhibit A attached hereto, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

ARTICLE 1. Name of the Condominium

The name of the condominium shall be:

36 NORTH ATKINSON STREET CONDOMINIUM ("Condominium").

The first phase of the condominium consists of one (1) dwelling unit in one building together with an accessory two car garage presently known as and numbered 36 North Atkinson Street, Newburyport, Massachusetts. The second phase of the condominium, if and when declared, will consist of one additional unit in one building with an accessory two car garage to be built upon the site as shown on the Site Plan (attached below).

ARTICLE 2. Management of the Condominium

The Condominium shall be managed and regulated on behalf of the Unit Owners by the Trustees ("Trustees") of 36 North Atkinson Street Condominium Trust, formed pursuant to M.G.L. Chapter 183A by a Declaration of Trust ("Condominium Trust" or "Trust") of even date recorded herewith in the Essex South District Registry of Deeds ("Registry of Deeds"). The Condominium Trust establishes a membership organization of all Unit Owners in which each Unit Owner has an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium ("Common Areas and Facilities") to which the Unit Owner is entitled hereunder. The names and business address of the Trustee of the Condominium Trust is:

Janet L. Moreland of 9 Broad Street, Newburyport, Massachusetts 01950

The Trustees have adopted by-laws ("By-laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with M.G.L. Chapter 183A, and rules and regulations ("Rules and Regulations") which are set forth in Exhibit A of the Condominium Trust. Any reference to the

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Condominium Trust herein shall be deemed to include the By-laws, This Master Deed (including the exhibits hereto) and the Condominium Plans, as defined in Article 5(c), the Condominium Trust, and the Rules and Regulations, all as the same may be amended from time to time, are sometimes collectively referred to herein as the "Condominium Documents".

ARTICLE 3. Description of the Land

The premises which constitute the Condominium consist of certain land in Essex County, Massachusetts, (the "Land") more fully described on the plan entitled "Condominium Plan Atkinson Condominium" prepared by Alan Engineering LLC and dated November 8, 2010 (the "Site Plan"), a reduced copy of which is attached hereto as Exhibit B-1 and incorporated herein, together with the buildings and other improvements thereon, located at 36 North Atkinson Street, Newburyport, Massachusetts 01950. The premises have the benefit of and are subject to all rights, covenants, restrictions, agreements and other matters of record, including but not limited to those listed in Exhibit A.

ARTICLE 4. Declarant's Reserved Rights

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one (1) building containing one (1) Unit, an accessory two car garage for each unit and other site improvements. For a period seven (7) years from the date of recording this Master Deed with the Essex South Registry, Declarant reserves the rights to construct and add future phases to the Condominium all as set forth in Article 13 below. (These rights and easements are referred to hereinafter as Declarant's "Reserved Development Rights and Easements".)

ARTICLE 5. Description of the Phase 1 Buildings

The first phase of the condominium, consisting of 18,479 square feet, is designated and shown on the Site Plan as "Phase 1." There are two (2) buildings located within Phase 1: a main residence building (the "Phase 1 Residence") and an accessory garage building (the "Phase 1 Garage"). The Phase 1 Residence and Phase 1 Garage collectively constitute the "Phase 1 Buildings." The Phase 1 Residence contains one (1) residential dwelling unit. The Phase 1 Garage is a two car garage. The location of the Phase 1 Buildings, together with the location and land area of the second phase ("Phase 2") are shown on the Site Plan.

The designations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto. The Phase 1 Residence is shown on the certified floor plans of the Condominium entitled "Unit A Plans, N. Atkinson Street Condominiums," consisting of one sheet and prepared for Janet L. Moreland by Aileen Graf, Architect, dated August 9, 2010 and recorded herewith (the "Floor Plans"); a reduced copy of which is attached hereto as Exhibit B-2. Unit A is also shown on the Site Plan as "Unit 1." Both Unit A on the Floor Plans and Unit 1 on the Site Plan referring to the same Phase 1 Condominium Unit.

The Phase I Residence building is constructed with a stone and partially poured concrete foundation, wood frame construction, clapboard siding and an asphalt shingled roof. The Phase I Residence building consists of levels of living space and an attic space plus basement and detached two car garage. The Phase I Garage building is a one story building with a poured concrete slab floor, wood frame construction and an asphalt shingled roof.

ARTICLE 6. Condominium Plans

The Floor Plans recorded herewith and attached herein as Exhibit B-2 show layout, location, Unit designation and dimensions of each Unit contained therein, and bear the verified statement of a registered architect, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of each Unit as built.

The Floor Plans are sometimes referred to in the Condominium Documents as the "Condominium Plans."

ARTICLE 7. Description of the Units, their Boundaries and Appurtenances

Each "Unit" within the Condominium shall consist of the entire main residence building and necessary garage building and all elements of each, including, without limitation, all interior and exterior materials, building walls, windows, ceilings, doors, shingles, all utility lines, pipes, wires, ducts, cables, heating, ventilation and air conditioning equipment and other facilities which exclusively serve the Unit and are located within the Unit; all appliances, cabinets and all fixtures located within the boundaries of the Unit and not specifically excepted elsewhere in this Master Deed.

The designation of each Unit within the Condominium, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, its percentage interest in the Common Areas and facilities, and any other data necessary for its proper identification, are set forth on Exhibit C attached hereto and incorporated herein, and on the Floor Plans. Unit A shown on the Floor Plans and Unit 1 shown on the Site Plan refer to the same Phase I Condominium Unit.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed and the provision of the By-Laws of 36 North Atkinson Street Condominium Trust and the rules and relations promulgated pursuant thereto, to use and occupy the following:

- (1) the right and easement to use, in common with the owners of all other Units served thereby, all utility lines, pipes, wires, ducts, cables and other common facilities located in any of the other Units and serving the Unit benefited thereby;
- (2) the exclusive right and easement to use the Limited Common Area(s) (which also may be called "Common Area with Exclusive Use", if any, designated on the Condominium Plans or elsewhere in the Condominium Documents for the use of that Unit;
- (3) a percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C, as such percent interest may be adjusted upon Declarant's exercise of its phasing rights pursuant to Article 12;
- (4) each unit shall be subject to an easement in favor of the Owners of all other units to use all utility lines, pipes, wires, ducts, cables and other common facilities located in the Unit or in or upon Limited Common Area but serving other Units;
- (5) all heating, ventilating and air-conditioning equipment and facilities that serve only such unit;

The accessory two car garage and outside parking space(s) and patios and decks of each unit located within the Exclusive Use/Limited Common Area shall be part of the Unit and shall be maintained and repaired as necessary at the sole and separate expense and risk of the owner of such Unit.

Whenever pursuant to the terms hereof, maintenance, repairs and replacements are to be done at the sole expense of the owner of a unit, (a) all such maintenance and repairs shall be done in accordance with the provisions and restrictions herein set forth and in the By-laws of the condominium trust and the rules and regulations promulgated with respect therein, and (b) if the owner of such unit shall fail or neglect to so maintain any such facility or area in a proper manner, the Trustees of the condominium trust may do so and charge such unit owner for the cost thereof. The cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable therefor in addition to his/her regular share of the common expenses.

ARTICLE 8. Modification of Units

No person may make any changes to the exterior of a Unit unless the same has been approved by the Board of Trustees of 26 North Atkinson Street Condominium Trust as hereinafter described

and in accordance with the terms of the By-laws thereof.

ARTICLE 9. Units Subject to Master Deed, Condominium Trust, 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 the Master Deed, the Condominium Plans, the Unit Deed, the Condominium Trust, the By-laws and the Rules and Regulations thereunder, and M.G.L. Ch. 183A, as any of the foregoing may be amended from time to time, and the items affecting the title to the Condominium as set forth herein. The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of the Condominium Documents and M.G.L. Chapter 183A, as any of the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit; (b) all of such provisions shall be deemed and taken to be as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (c) a violation of any provision of the Condominium Documents by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit and shall give rise to a cause of action in the Trustees and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages. In furtherance of the foregoing and not in limitation thereof, the Trustees of 36 North Atkinson Street Condominium Trust shall have the power and right to terminate any lease or occupancy arrangement and to bring summary proceeding to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by tenant or occupant in the performance of any of the terms of this Master Deed, the Trust, By-laws or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

ARTICLE 10. Description of Common Areas and Facilities

(a) The Common Areas and Facilities consist of the land together with the improvements thereon, whether now existing or constructed hereafter, but excluding individual Units, or parts thereof. The Phase 1 Common Areas and Facilities are shown on the Site Plan filed herewith and attached hereto as Exhibit B-1. The Common Areas and Facilities shall include all items as are mentioned in M.G.L. Chapter 183A, Section 1, and, without limiting the generality of the foregoing, the following:

- (1) The land described in Article 3 above together with the benefit of and subject to the rights and easements referred to in Exhibit A hereto and the rights and easements reserved by the Declarant as describe elsewhere in this Master Deed; including, without limitation, Declarant's rights to add additional phases as set forth in Article 4 above and Article 15 below;

- (2) Installations of central services such as power, light, gas, heat, air conditioning, hot and cold water, telephone, cable television, and waste removal, including all equipment, wires, cables, pipes, ducts, vents and other facilities appurtenant thereto (but not including equipment or facilities contained within and servicing a single Unit);
 - (3) All conduits, ducts, pipes, plumbing, plumbing chases, for the furnishing of power, water, and all sewer and drainage pipes, and sewer disposal systems located without the units. As to sewage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the common areas and facilities;
 - (4) The mailboxes, other building equipment and other common equipment wherever located in, on or around the units which is solely used in connection with the Condominium;
 - (5) The yards, lawns, gardens, landscaping, walkways and the improvements thereof, including walls, fences, bulkheads, railings, steps, lighting fixtures, planters and signs;
 - (6) The garage area (but excluding the Garage building, which shall be part of its respective Unit) and exterior parking spaces, if any are so designated, (subject to the exclusive rights and easements appurtenant to units as hereinbefore set forth);
 - (7) The Limited Common Areas, as defined in Article 10(b);
 - (8) All other parts of the land and buildings not specifically designated as part of the Units and all installations on the premises for common use which are necessary or convenient to the enjoyment, safety or maintenance of the condominium;
 - (9) Additional Common Areas and Facilities as may be defined in M.G.L. Chapter 183A.
- (b) A Unit shall have the exclusive appurtenant right and easement to use such Common Area if any, designated as an "Exclusive Use Area." Exclusive Use Areas are also referred to herein as "Limited Common Areas." The Phase I Exclusive Use Areas appurtenant to Unit A are shown on the Site Plan filed herewith and attached hereto as Exhibit B-1. The ownership of an exclusive right and easement in an Exclusive Use Area shall not be transferred or otherwise separated from the ownership of the Unit to which it is appurtenant. The value of any exclusive right and easement in any Exclusive Use Area has been considered in determining that Unit's percentage interest in the Common Areas and Facilities. The structure of any Exclusive Use Area shall not be altered in any manner except as provided in the Condominium Documents. Exclusive Use Areas may include, but are not limited to, balconies, patios, and those storage areas, if any, that are not contained within a single Unit.

(c) As provided in the Condominium Trust, repair and maintenance of the Exclusive Use Areas shall be the responsibility of the respective Unit Owner, and the cost shall be assessed as a common expense. A Unit Owner shall be responsible for the day to day upkeep and maintenance and further for keeping in a clean and orderly manner any Common Area over which he/she has an exclusive right and easement appurtenant to his/her Unit as set forth in this Master Deed. A Unit Owner shall also be responsible for the cost of repairing any damage to the Common Areas and Facilities caused by him/her, other than that which would occur through normal use, and a Unit Owner may be separately assessed for such costs as provided in the Condominium Trust.

The Common Areas and Facilities shall be subject to the provisions of the By Laws of the condominium trust and to all rules and regulations promulgated pursuant thereto with respect to use and maintenance.

In addition to and not in limitation of the rights of unit owners elsewhere described and as provided in said Chapter 183A, the owner or owners of each unit shall have as appurtenant to such unit, the right and easement in common with the owners of all other units, to use the Common Areas and Facilities including, without limiting the generality thereof, all roads, ways, walks, decks, paths, conduits, ducts, pipes, plumbing, wiring, chimney flues and other facilities for the furnishing of utility and services, subject always, however to

- (A) the exclusive rights and easement herein granted to particular units in certain facilities;
- (B) the restrictions and other provisions herein set forth; and
- (C) the rules and regulations promulgated by the Board of Trustees of the condominium trust.

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

The Trustees of the condominium trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the road, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping excavations for said purposes. No unit owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

ARTICLE 11. Unit Percentages in Common Areas and Facilities

Each Unit's current percentage interest in the Common Areas and Facilities of the

ARTICLE 12. **Purposes of the Building and Units
and Restrictions on their Use**

(1) Each of the Units is intended to be used solely for residential purposes, subject to the restrictions set forth herein and no unit shall be used for any purpose other than as a dwelling. The parking spaces are intended to be used solely for the parking of private passenger vehicles of occupants of units, their tenants and their guests and not for parking unregistered vehicles, boats, trailers, trucks or other commercial vehicles. Locations for the parking or storage of trailers, boats or other vehicles or items owned by occupants of units may be specified in the By-laws of the Condominium Trust or in the rules and regulations promulgated pursuant thereto. The owner of a unit may lease or otherwise grant the right to the use of a parking space appurtenant to such unit to an owner of another unit in the condominium, but not to any other person. Each Unit Owner shall maintain and keep in good order and repair his/her Unit, including all items, if any, located outside the Unit but included in the ownership thereof as provided in this Master Deed. All maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and building without modification. Further, all use and maintenance of such units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the rules and regulations with respect thereto from time to time promulgated by the Trustees of the Condominium Trust and in accordance with the provisions of the By-Laws of the Condominium Trust.

(12) No Unit Owner shall permit anything to be done or kept in his/her Unit which will result in the cancellation or modification of insurance of the Condominium, or contents thereof, or which would be in violation of any law. However, the Trustees may allow such uses upon conditions they shall set, including requiring the Unit Owner to bear the whole cost of any insurance premium increase or other cost resulting to the Condominium Trust from such use.

- (3) Except for the exercise of Declarant's rights under this Master Deed, the architectural integrity of each Unit shall be preserved without modification, and to that end, no exterior awning, screen, antenna, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be made in or erected on or placed upon or attached to any Unit, any common area or facility, or any part thereof. No painting or other decoration shall be done on any exterior part or surface of any Unit nor on the surface of any window glass. No sign or similar appurtenance shall be attached to or displayed from any Unit so as to be visible from the outside or from any portion of the Common Areas and Facilities, except by the Declarant or its agents, in connection with the sale or rental of Units or as may otherwise be allowed by the Trustees. Nothing shall be placed or stored in or upon any Limited Common Area which, in the reasonable judgment of the Trustees, would materially detract from the aesthetic or architectural integrity of the Building.
- (4) Except as provided in Section (13) of this Article, no animals, reptiles, birds or other pets of any kind shall be raised, bred, or kept in any Unit or in any part of the Common Areas and Facilities.
- (5) No offensive activity including, but not limited to, activities which result in offensive noises, vibrations or odors, shall be carried on in any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall carry on or permit any offensive activity by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, safety or convenience of other Unit Owners.
- (6) All radio, television or other electrical equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in his/her Unit. Such radio, television or other electrical equipment may not be installed on the outside of the building, or in any common or limited common area.
- (7) No portion of a Unit or less than the entire Unit shall be leased, rented or sold.
- (8) A Unit Owner may not, at any time, make any change or modification to the exterior of his/her Unit or any interior changes that would affect, or in any way modify, any of the Common Areas and Facilities of the Condominium or add or alter any partition within his/her Unit, except in accordance with the provisions of the Condominium Trust.
- (9) No Unit or part of a Unit shall be used, rented or leased for transient or hotel

purposes

- (10) All uses hereunder shall be permitted only if and to the extent that they are in full compliance with the provisions of the Condominium Documents and with all applicable building, zoning, health and other ordinances, bylaws, statutes, rules and regulations of any governmental body having jurisdiction thereover.
- (11) The Units are intended to be used as dwelling units and no Unit shall be occupied by more than one family; nor shall any Unit be for business activities of any nature, except that a person residing in any unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain therein an office for his or her personal and professional use; except, however, the Declarant may use any Unit or Units owned by it as sales models and sales office facilities.
- (12) A Unit Owner may only lease or rent his/her Unit for use and occupancy by others to persons who shall first have been approved in writing by the Trustees, which approval shall not be unreasonably withheld. A Unit Owner shall apply for such approval by submitting a written notice to the Trustees containing each prospective occupant's name and current address, and the names, addresses and telephone numbers of two references for each occupant. If the Trustees have not rendered a written reply within five business days following receipt of a complete notice from the Unit Owner, then their approval shall be deemed to have been given. The Trustees' right of approval hereunder shall not be exercised so as to restrict use or occupancy of Units because of race, creed, color, national origin, gender or any socioeconomic factor. No Unit may be leased or rented for a period of less than six months.
- (13) Dogs, cats or other pet animals or birds shall not be kept in any such unit in such number or of such type as to be noisome or offensive to occupants of the units and any pets shall be suitably controlled, leashed, carried or caged and accompanied by its owner whenever they are in the condominium premises outside the interior of any units. No pet shall be allowed on any grass or landscaped area, and no pet shall be allowed to urinate or defecate on any of the Common Areas and Facilities. Any Unit Owner who keeps a pet in violation of any provision of the Condominium Documents, or whose pet causes any damage to or requires the cleaning of any Unit or the Common Areas and Facilities, or is offensive or causes unreasonable disturbance or nuisance may be, upon written complaint of any Unit Owner to the Trustees or on the Trustee's own initiative;
 - i. be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance (including, without limitation, reasonable attorney's fees incurred by the Trustees), which assessment shall be payable on demand, and/or;

- ii. be required by the Trustees to permanently remove such pet from the Condominium upon five (5) days written notice from the Trustees. No action of the Trustees requiring permanent removal of a pet from the Condominium shall be taken without a meeting, with at least three (3) days written notice thereof to the Unit Owner responsible for the pet, and the opportunity at the Trustees' meeting for the Unit Owner responsible for the pet to be heard. Any Unit Owner who keeps a pet shall indemnify the Condominium Trust and the other Unit Owners and hold them harmless against any loss or liabilities of any kind or character whatsoever arising from the Unit Owner's having any pet in his/her Unit or other portions of the Condominium and upon the failure to so indemnify, the amount of any loss or liability, until so indemnified, shall constitute a lien against such Unit pursuant to Section 6 of M.G.L. Chapter 183A.

The above restrictions shall be for the benefit of the Unit Owners and the Trustees of the Condominium Trust, and shall be enforceable by the Trustees and the Unit Owners, and shall, insofar as permitted by law, be perpetual; and, to that end, may be extended by the Trustees 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 section, except such as occur during its ownership of a Unit. These restrictions may be implemented and further defined by rules and regulations promulgated by the Trustees of the condominium trust pursuant thereto.

In the event a dispute arises with respect to the construction, interpretation, or implementation of this Article and such dispute shall not be resolved within fourteen (14) days after written notice from one Unit Owner, then the Unit Owner who sent the notice shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner sending the notice, one by the party receiving the notice (which arbitrator must be named within 14 days of having received the notice), and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The final decision of said arbitration shall be final and binding upon all parties thereto.

ARTICLE 13. Declarant's Reserved Rights to Construct and Add Future Phases

The Condominium is planned to be developed as a phased condominium, each phase of which shall include two (2) buildings: a main residence building containing one (1) dwelling unit and an accessory garage building, or other site improvements. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as shown on the Site Plan.

- (i) Additional building(s), not to exceed two (2), namely: one main residence building and one detached garage building (which shall collectively constitute one (1) additional Unit). The total number of Units the Condominium comprises may not exceed two (2);
- (ii) Additional roads, drives, garages, parking spaces and areas, decks, patios, walks and paths;
- (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) 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 it in this Master Deed.

A phase or phases that the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be include within the definition of the "Unit" as used in this Master Deed, and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

Ownership of a Unit so added to the Condominium, together with the buildings forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements, shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Unit as a Unit of the Condominium without accounting to any party (other than the Declarant's mortgagee) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to the maximum number of Units which may be added to the Condominium as part of future phases (one additional Unit), the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas, shall be unlimited.

The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Article 10:

(b) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:

- (i) The expiration of seven (7) years after the recording of this Master Deed in the Essex South District Registry of Deeds;
- (ii) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Article 13 reach the maximum limit of two (2); or
- (iii) The Declarant shall record with said Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.

(c) Location of Future Improvements. The location of future phases, buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Article is shown as "Phase 2" on the Site Plan recorded herewith and attached hereto as Exhibit B-1, as it may be amended.

(d) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings containing any number of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.

(e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than one (1) new Unit to the Condominium as part of future phases, so that the total number of Units in the Condominium shall not exceed two (2).

(f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulation) on the use, size, layout and design of future Building(s) or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in subparagraph (a) through (b) hereof.

(g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas for the exclusive use of the Units to be added to the Condominium as part of

future phase(s). Such future designated Common Areas may include, but need not be limited to, fences, steps, terraces, Decks, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas appurtenant to the Units in such phase(s) if such Common Areas are different from those described herein.

(3) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include parking lots, recreational facilities, or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the condominium development.

The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recorded with said Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(1) An amended Exhibit C describing the Building(s) being added to the Condominium;

(2) An amended Exhibit C 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 Unit(s) as well as describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Article 7 of this Master Deed.

(3) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Article 7, the definition of the Common Areas and Facilities contained in Article 10 herein shall be modified, as necessary, with respect to such Unit(s).

(4) If any Common Area designated as an exclusive use easement area or appurtenant to the Unit(s) being added to the Condominium varies from any described herein, a description of such variations as to identify the new or modified Common Area appurtenant to the new Unit(s). Such description of the new or modified Common Area appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

(5) Revised and floor plans) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent (except as already granted hereby) or signature in any manner by any Trustee, 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 signature which shall be required on any such amendment is that of the Declarant, its successors and assigns. Any such amendment, when executed by the Declarant and recorded with said Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, as the value of his 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 said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed is amended 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 is amended. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner, by the acceptance and recording of his deed to his Unit, consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him, to the Declarant's reserved rights under this Article 13 and expressly agrees to the said alteration of his 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 Article 13.

In the event that, notwithstanding the provisions of this Article 13 to the contrary, it shall ever be determined that the signature of any Unit 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, coupled with an interest, 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 the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party,

constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

ARTICLE 14. **Encroachments**

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter caused by or resulting from (i) a settling of the Building, or (ii) alterations or repairs to the common areas made pursuant to the provisions of the Condominium Documents, or (iii) repairs or restoration of the Building or of a Unit damaged by fire or other casualty, or (iv) any condemnation or eminent domain proceeding or similar action by any public or quasi public authority, then in each of such events, a valid easement shall exist for such encroachment or maintenance of the same so long as the Building stands upon the premises.

ARTICLE 15. **Leasing or Rental of Units**

Any Unit Owner may lease or rent his/her Unit subject, however, to the applicable restrictions contained in Article 11 and on the condition that any lease or occupancy agreement shall

- (a) apply to the entire Unit, and not merely a portion thereof; and
- (b) be for a term of not less than six (6) months; and
- (c) expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Condominium Documents as the same may be amended most recently prior to the execution of the lease or occupancy agreement; and
- (d) contain the following notice, in capital letters, double spaced,

IMPORTANT CLAUSE

"THE DWELLING UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS PART OF A CONDOMINIUM. ANOTHER UNIT OF THE CONDOMINIUM BUILDING MAY BE OCCUPIED BY ITS INDIVIDUAL OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT RENTAL TENANTS. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND

REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE"; and

- (c) contain the following section in addition to the foregoing notice:

"Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto as any of the foregoing may be amended from time to time, shall constitute a material default in this lease, and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and the Unit Owners (other than the Owner of the affected Unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed as all times to be cumulative and not exclusive:

- (1) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. The notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the Unit as such address then appears on the records of the Trustees, or by delivering the notice in any other manner permitted by law.
- (2) If the default continues for five (5) days after the giving of the notice, then the Trustees shall have the right to levy fines against the owner of the affected Unit in accordance with the provisions of the Condominium Trust, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of the notice to quit shall be sufficient if it is equal to the interval between the days of rent payment or thirty days, whichever is longer. In case of a lease, seven days notice shall be sufficient. In either event, a copy of the notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth above. Thereafter, the Trustees may initiate and prosecute a Summary Process Action against the tenant under the provisions of Massachusetts General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.
- (3) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to

quit followed by a Summary Process Action or Actions, and the Trustees' election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all of the foregoing remedies, either at the same time, or in the event of any further default.

- (4) All of the expenses of the Trustees in giving notices, and notices to quit, and maintaining and pursuing Summary Process Actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected Unit, and these costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common charges owed by the Unit or Unit Owner.
- (5) The Unit Owner shall make reasonable efforts, at its expense and upon its initiative, to inform rental agents of the provisions of this section, and shall, at its own expense, and upon its own initiative, furnish copies of the Condominium Documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- (6) Any lease or occupancy agreement or renewal or extension thereof shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a default. If any lease or occupancy agreement is not approved the Trustees shall state the reason(s) for disapproval in writing to the unit owner.
- (7) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- (8) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- (9) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (other than the Owner of an affected Unit), shall ever bear any personal or individual responsibility with respect to the lease or occupancy agreement.
- (10) Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee (1) in possession of a Unit following default by the Unit Owner on his/her mortgage or (2) holding title to a Unit by virtue of a mortgage foreclosure proceeds or deed or other agreement in lieu of foreclosure.
- (11) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this ARTICLE 15.

NON-DISCRIMINATION

Notwithstanding anything to the contrary herein, no part of this Master Deed, the Condominium Trust or By-laws or the rules and regulations now or hereafter adopted or promulgated (including but not limited to the provisions of this Article 15), shall ever be deemed to prevent, restrict, discourage or hinder in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, status as a veteran or member of the armed services or any ethnic group, blindness, or by reason of the fact that children will occupy such Unit, receipt of public assistance, or in addition to the foregoing by any reason whatsoever prohibited by any federal, state, county or municipal law.

ARTICLE 16. Amendment of Master Deed

(a) Except as otherwise provided in this Article, this Master Deed, including the Exhibits hereto and the Condominium Plans, may be amended only by a written instrument signed and acknowledged by the Owners of Units holding an aggregate of at least seventy five (75%) percent of the undivided interests in the Common Areas and Facilities of the condominium, and shall not be deemed effective until the same has been duly recorded at the Essex South District Registry of Deeds; PROVIDED, however, that:

- (1) No instrument of amendment which alters the dimensions or area of any Unit or affects the use of the Unit or the exclusive use of a common area reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owner of the Unit so altered or affected;
- (2) No instrument of amendment which alters the percentage of the undivided interest in which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by the owners of all of the units and said instrument is therein designated as an Amended Master Deed; provided, however, that this Paragraph (2) shall not apply to an instrument of amendment whereby two or more contiguous units which are owned by the same person or persons are combined or altered to form one or more units with different dimensions if the aggregate percentage of ownership in the common areas and facilities of said units after said combination or alteration shall equal the aggregate percentage of ownership in the common areas and facilities of the units before the alteration or combination;
- (3) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon or which would disqualify it for sale to

Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulations applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such first mortgage and no instrument of amendment which related to matters described in Article 19 of the Condominium Trust shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Article 19; upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

- (4) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to, inconsistent with or in violation of any requirements or provisions of M.G.L. Chapter 183A, the Special Permit issued by the Newburyport Planning Board or Zoning Board of Appeals (described in Exhibit A), Historic Preservation Restriction given to the Newburyport Historic Commission (described in Exhibit A) or any other applicable laws or governmental regulation, permits or approvals shall be of any force or effect. In the event of such conflict, the provision in question shall be construed so as to conform to the provisions of such laws, permits or approvals;
- (5) 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;
- (6) No instrument of amendment which affects the use of a unit, specifically any increase in the number of permissible bedrooms in any unit, shall be of any force or effect unless approved and signed by the Zoning Board of Appeals of the Town of Newburyport; and
- (7) Nothing contained in this Article 16, and no amendment adopted pursuant hereto, shall be deemed or construed to violate or shall be effective to impair (a) the rights reserved to the Declarant in and by the provisions of this Article 16 to amend this Master Deed without the consent of any Unit Owner or Unit Mortgagee for creating additional phases to the Condominium; or (b) the rights reserved to Declarant under Article 16 (b) below; or (c) any other rights or easements reserved for the benefit of Declarant pursuant to the provisions of this Master Deed and of the Declaration of Trust.
- (8) Notwithstanding anything herein contained to the contrary, Declarant reserves to itself, its Successors as herein defined, and (with respect to clauses (iii) and (iv) of this paragraph only) the Trustees, the right and power to record a Special Amendment (the "Special Amendment") to the Condominium Documents at any time and from time to time which amends the Condominium Documents: (i) to comply with the requirements of FNMA, FHLMC, the Federal Housing Association, the Veterans Administration or any other

governmental agency or any other public, or quasi-public 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 Condominium Documents into compliance with M.G.L. Chapter 183A, or (iv) to correct clerical or typographical errors in the Condominium Documents.

In furtherance of the foregoing, a power of attorney coupled with an interest is hereby reserved and granted to Declarant, its Successors and the Trustees, as the case may be, by each unit owner and unit mortgagee to vote in favor of, make or consent to any such Special Amendment(s) or otherwise implement the purposes of this provision on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of Declarant, its Successors and the Trustees, as the case may be, to vote in favor of, make, execute and record Special amendments on behalf of each unit owner and unit mortgagee. No Special Amendment shall materially affect any substantive right or interest of any Unit Owner in his/her Unit or in the Common Areas and Facilities. The right of the Declarant to act pursuant to this provision shall terminate at such time as the Declarant no longer holds or controls title to a unit.

- (c) The Condominium Documents shall be amended to reflect any alterations in the Units or the Common Areas and Facilities made by a Unit Owner, or by the Trustees as permitted by Sections 5.15 and 5.16 of the Condominium Trust, or by the Declarant and its Successors, as provided in Article 13 of this Master Deed. Any such amendment shall be in writing, shall bear the designation "Alteration Amendment" and shall be duly executed and acknowledged by the persons required by the foregoing sections of the Condominium Trust or this Master Deed, as the case may be, and duly recorded with the Registry of Deeds.
- (d) Notwithstanding any of the foregoing, so long as the Declarant is the owner of one or more Units, no amendment to this Master Deed may be adopted which would interfere with the construction, display, sale, lease or other disposition of such Unit or Units.
- (e) No instrument of Amendment which materially adversely affects the uses permitted to Units shall be effective unless the same has been approved by Unit Owners holding at least seventy five per cent (75%) of the total percentage interest in the Common Areas and Facilities.

Notwithstanding anything to the contrary to the contrary, without the consent of any Unit Owner or Unit Mortgagee, the Declarant or its successors and assigns may from time to time, at any time prior to the expiration of seven (7) years from the date of recording this Master Deed, amend this Master Deed to the right reserved in the Declarant (or to Declarant's Assignees) in and by the provisions of Article 13 of this Master Deed to amend this Master Deed without the consent of any Unit Owner or Unit Mortgagee to amend this Master Deed without the consent of any Unit Owner or Unit Mortgagee for creating additional phases to the Condominium.

ARTICLE 11

Reservation of Rights by Declarant

Together with all other rights of the Declarant under the Condominium Documents, the Declarant reserves unto itself and its Successors (defined herein as any entity(s) it controls or by which it is controlled, a construction lender(s) during the term of any loan for the initial construction of the Common Areas and Facilities of the Condominium or any additional phases or other party to whom Declarant transfers his entire remaining interest in the Condominium until Declarant or its Successors have conveyed of record the last Unit in the Condominium, including those unit to be created with additional phases, specifically, all 8 units, or until the expiration of 7 years from the date hereof, or release by the Declarant of these rights:

- (a) The right and easement to use, occupy, and alter the Common Areas and Facilities for all purposes necessary or desirable in order to complete construction of or to repair the Units or the Common Areas and Facilities provided that no such work shall alter the dimensions of any Unit already conveyed or alter the percentage interest of any such Unit in the Common Areas and Facilities;
- (b) The right to grant easements in the Common Areas and Facilities for installation of utilities or for other purposes necessary to complete construction of the Units and the Common Areas and Facilities;
- (c) The right of access to the Common Areas and Facilities for marketing purposes;
- (d) In general, the right to do all things necessary or desirable in order to complete construction and sale of all the Units and the Common Areas and Facilities in all phases;
- (e) Notwithstanding anything to the contrary contained in the Condominium Documents, with respect only to Units it owns, and without necessity of approval by the Trustees or the Unit Owners, the right at any time and from time to time to: (1) join two or more adjacent Units; (2) alter, change or subdivide any Unit; (3) alter, move, reconstruct or modify any wall, room or walkway within a Unit; and (4) within the boundaries of such Units, utilize, create or change Common Areas and Facilities, or portions of the Common Areas and Facilities, as shall be necessary or convenient to accomplish the foregoing. All such work shall be performed at the sole cost and expense of the Declarant who shall be responsible for compliance with all applicable laws and regulations. Upon the joining of two Units, the percentage interest in the Common Areas and Facilities attributable to each Unit prior to joining shall remain unchanged. Upon completion of the alterations as specified above, this Master Deed shall be amended by means of an Alteration Amendment as more particularly described in Article 16. Such amendment shall accurately reflect the result of the alterations and shall include applicable revisions to the Condominium Plans. In

furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant, to vote in favor of, make or consent to any such Alteration Amendment(s) on behalf of each Unit Owner and unit mortgagee. Each deed, mortgage, or other evidence of obligation or other instrument affecting a Unit and acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant, to vote in favor of, make, execute and record Alteration Amendments.

- (f) The right to sell, rent or mortgage Units 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; the right to transact any business within the Condominium to accomplish the foregoing and to facilitate the marketing of any unsold Unit; and the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units or as an office for the Declarant's use. The Declarant shall have the same rights as an owner of unsold Units, as any other Unit Owner.
- (g) Notwithstanding any provisions of this Master Deed, the Condominium Trust 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 personnel, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures 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 and any future phase thereof. 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.

Declarant further reserves the following rights (until all of the Units have been sold by said Declarant, its successors and assigns and all construction of all phases is completed unless otherwise indicated below):

- i) To develop and construct additions to the Condominium, including, without limitation, buildings, roads, ways, utilities, the sewer system and other improvements and amenities pertaining thereto, to alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Common Areas and Facilities or

Buildings or portions thereof for the exclusive use of one (1) or more Unit Owners.

- 2) To grant or reserve or to cause the Condominium Trustees to grant or reserve easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium; provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.
- 3) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any buildings or other improvements to the Condominium or additions thereto.
- 4) The Declarant shall have the election to maintain the property in lieu of or as contribution toward payment of condominium common charges for 1 year following the recording of the Master Deed or for 1 year following the recording of an amendment to create an additional phase or until 75% of the units of such phase are conveyed.

Each Owner of a Unit within the Condominium, by acceptance and recordation of a Deed to his or her Unit, shall thereby have consented to: (1) placement of a Preservation Restriction Agreement pursuant to G.L. c. 184 s. 31-33, with the Newburyport Historical Commission in satisfaction of Special Condition 3 of that certain Special Permit issued by the Zoning Board of Appeals for the City of Newburyport recorded with the Essex County South Registry of Deeds at Book 27324, Page 431; and (2) any such other amendment to the Master Deed, without, with respect to either, the necessity of securing any further consent or execution of any further documents by such Owner, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right reserved above, which power of attorney is deemed to be coupled with an interest.

The rights reserved herein to the Declarant, and its successors and assigns, shall be exclusive and shall not be restricted by the Condominium Trust or rules and regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust or any rules and regulations promulgated pursuant thereto, so long as the Declarant owns any Unit, no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to Declarant, its Affiliates, successor or assigns in this Master Deed, the Condominium Trust or any lease referred to herein shall be of any force or effect unless consented to and signed by the Declarant, its successors, or assigns, as the case may be.

Any and all rights and powers reserved to the Declarant and its successor or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer or assignment, as the case may be, must be evidenced by an instrument recorded with said Registry.

Except with regard his Article 17 shall not apply to Unit A's Exclusive Use Area.

ARTICLE 18. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) Requirements

Notwithstanding anything in the Condominium Documents to be contrary, and subject to any greater requirement imposed by chapter 183A of the Massachusetts General Laws, the following provisions shall apply for the protection of the holder of any first mortgage (hereinafter, "First Mortgagee") of record with respect to any Unit, and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend the Condominium Documents to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (1) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (3) sell or lease a Unit so acquired by the First Mortgagee;
- (b) Any party who takes title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in the Condominium Documents;
- (c) Subject to the provisions of Chapter 183A of the General Laws, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses, dues or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Any and all common expenses, assessments and charges that may be levied by the Company in connection with unpaid assessments or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable

law;

- (e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter, nor the prior Owner responsible for any prior unpaid assessments from personal liability for the payment thereof.
- (f) Except as otherwise provided in this Master Deed, including, without limitation, Articles 2, 13, 16 and 17 and, except as provided by statute in case of condemnation of, or substantial loss by casualty to the Units and/or the Common Areas and Facilities, unless one hundred (100%) of the First Mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant, sponsor, developer or builder) of the individual Condominium Units have given their prior written approval, the Unit Owners and the Trustees shall not be entitled to:
 - (1) by act or omission, seek to abandon or terminate the Condominium;
 - (2) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Condominium unit in the Common Areas and Facilities;
 - (3) partition or subdivide any Condominium Unit;
 - (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause);
 - (5) use hazard insurance proceeds collected on account of losses to any Condominium property (whether to Units or to Common Areas and Facilities) for other than repair, replacement or reconstruction of such Condominium property.
- (g) No provision of the Condominium Documents or Unit Deed or amendment thereto shall give a Unit owner, or any other party, priority over any rights of the First Mortgagee of the Condominium 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 Condominium Units and/or Common Areas and Facilities.

- (h) No instrument of amendment of this Master Deed or the Declaration of Trust which is considered a material amendment under regulations promulgated by FNMA shall be of any force or effect unless the same has been assented to by holders of First Mortgages on Units representing at least fifty one percent (51%) of the votes of Units that are subject to First Mortgages.
- (i) Consistent with the provisions of said Chapter 183A, all taxes, assessments and charges which may become liens prior to a 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. To the extent permitted by Chapter 183A, any lien of the Trust for common assessments or other charges shall be subordinate to the lien of a First Mortgagee of any Unit.
- (j) A First Mortgagee, upon written request made to the Trustees, shall be entitled to:
 - (1) inspect the books and records of the Condominium Trust at all reasonable times;
 - (2) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (3) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings;
 - (4) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities of the Condominium;
 - (5) receive written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under the Condominium Documents which is not cured within sixty (60) days;
 - (6) receive written notice of any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Condominium Association; and
 - (7) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.
- (k) No agreement for professional management of the Condominium may exceed a term of three (3) years. Any such agreement entered into by the Declarant or the Trustees prior to the election of Trustees following the Turnover Event (as defined in Section 3.1.C. of the Condominium Trust) shall provide for termination by either party without cause and without penalty on written notice, as specified in the agreement, of no more than thirty (30) days. The foregoing term and termination provisions shall apply only to any such professional

management agreement and not to any other type of service contract.

- (l) The Declarant intends that the provisions of this Article 18 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and, except as may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention. In the event of any conflict between the numerical or percentage requirements of FNMA and those of FHLMC with respect to any action or non-action to be taken by the Unit Owner or the Trustees, or with respect to any other matter, the one with the greater numerical or percentage requirements shall control.
- (m) The provisions of this Article 18 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

ARTICLE 19. Termination of Condominium

As provided in the Bylaws of the Condominium Trust and M.G.L. Chapter 183A, Section 19, the Condominium may be removed from the provisions of M.G.L. Chapter 183A by vote of Unit Owners holding collectively at least ninety (90%) percent of the interest in the Common Areas and Facilities of the Condominium, provided the holders of first mortgages on the Units so affected consent. In such event, the land and property shall be owned by the Unit Owners as tenants in common and such undivided interest shall be the percentage of undivided interest previously owned by the Unit Owner in the Common Areas and Facilities.

ARTICLE 20. Conflicts

This Master Deed is set forth to comply with the provisions of Massachusetts General Laws Chapter 183A in effect upon the date of execution of the Master Deed and any future amendments thereto that are specifically made retroactive in application. In the event that any provisions of this Master Deed conflict with that statute, as it may be amended from time to time, or with the provisions of the Condominium Trust, the provisions of the statute and of the Master Deed and of the Condominium Trust shall control in that order.

ARTICLE 21. Invalidity

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

ARTICLE 22

Waiver

No provisions 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 which may occur.

ARTICLE 23

Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.


ARTICLE 24

Definitions

All terms and expressions used in this Master Deed which are defined in Massachusetts General laws Chapter 183A shall have the same meanings here unless the context otherwise requires or unless otherwise defined herein.

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Executed as a sealed instrument as of this 9 day of November, 2010

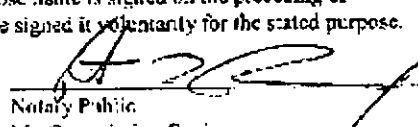

Janet L. Moreland

COMMONWEALTH OF MASSACHUSETTS

Essex ss.

November 9, 2010

On this 9th day of November, 2010, before me, the undersigned notary public, personally appeared Janet L. Moreland, who proved to me through satisfactory evidence of identification, which was [personally known] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purpose.


Notary Public
My Commission Expires:

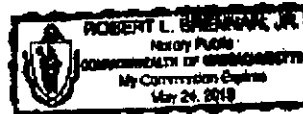


EXHIBIT A
TO
MASTER DEED OF 36 NORTH ATKINSON STREET CONDOMINIUM
DESCRIPTION OF PREMISES

A certain parcel of land with all improvements thereon situated at and now numbered 36 North Atkinson Street, Essex County, Massachusetts, bounded and described as follows:

SOUTHERLY	by North Atkinson Street, 104 feet;
WESTERLY	by land now or formerly of McGregor, 388 feet
NORTHERLY	by land of the city of Newburyport, 84 feet; and
EASTERLY	by land of the City of Newburyport, 390.94 feet

For title deed dated June 26, 2007 recorded with the Essex County South Registry of Deeds at Book 27069, Page 197.

The land is conveyed subject to and with the benefit of the following:

1. Special Permit issued by the Planning Board for the City of Newburyport recorded with said Registry of Deeds at Book 27824, Page 418
2. Special Permit issued by the Zoning Board of Appeals for the City of Newburyport recorded with said Registry of Deeds at Book 27824, Page 431.

EXHIBIT B-1
 TO
 MASTER DEED OF 36 NORTH ARLINSON STREET CONDOMINIUM
 SITE PLAN

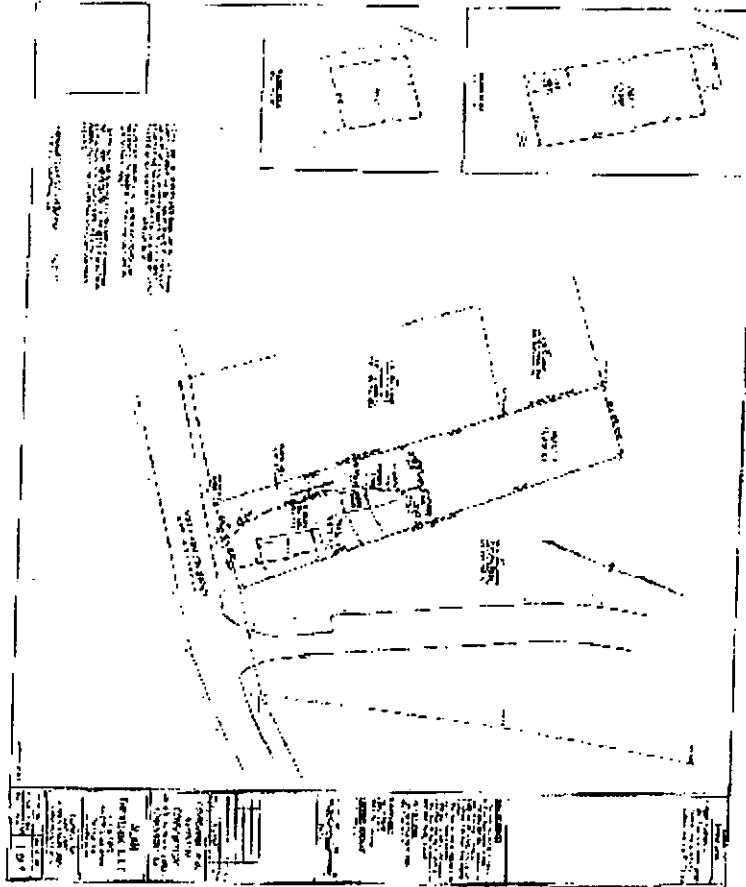


EXHIBIT C
TO
MASTER DEED OF 35 NORTH ATKINSON STREET CONDOMINIUM
PERCENT INTEREST IN COMMON AREA

PHASE I UNIT

Unit	Phase or	Address	Approximate Area (sq. ft.)	Immediate Common Area in which unit has access (Exclusive Use Areas)* (sq. ft.)	Rooms	Percentage Interest
A (under "Unit 1")	1	36 North Atkinson Street	First Floor: 1227 sf Second Floor: 1156 sf Garage: 578 sf	11,718 sf	111 Rooms First Floor: Mudroom Laundry Family Room Dining Room Kitchen Living Room Second Floor: Master BR Master Bath Bathroom Bedroom 1 Bedroom 2	100%

20
225

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DECLARATION OF TRUST
36 NORTH ATKINSON STREET CONDOMINIUM TRUST

This Declaration of Trust made this 29 day of November, 2010 by Janet L. Moreland of Newburyport, Essex County, Massachusetts, hereinafter called the "Trustee", which term shall include his successors and assigns as Trustee hereunder and any Trustee or Trustees for the time being hereunder appointed pursuant to the provisions hereof

ARTICLE I

Name of Trust

Section 1. Name. The trust hereby created shall be known as the 36 North Atkinson Street Condominium Trust (hereinafter the "Trust").

ARTICLE II

The Trust and Its Purpose

Section 1. Purpose. All of the rights to and to the common Areas and Facilities (the "Common Areas and Facilities") of the 36 North Atkinson Street Condominium (the "Condominium") established by a Master Deed (the "Master Deed") of even date herewith and recorded herewith, which rights are exercisable pursuant to the provisions of Massachusetts General Laws Chapter 182A, as amended, (hereinafter the "Act") by the organization of Unit Owners of the Condominium and all real and personal property tangible and intangible, conveyed to or held by the Trustee hereunder, shall vest in said Trustee, in trust, to exercise, manage, administer and dispose of (exclusive of common areas) the same for the benefit of the owners of record from time to time (the "Unit Owners" or "Owners") of the units (the "Units") of the Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof, and in said Master Deed, all in accordance with the provisions of the Act. This Trust is hereby declared to establish the organization of Unit Owners required pursuant to the provisions of Section 10 of the Act for the purposes therein set forth.

Section 2. Unit Owners as Beneficiaries of the Trust. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are the beneficiaries of trust property as herein provided.

ENCLOSURE
EJB

ARTICLE III

Trustees

Section 1. Number and Qualification. During such time as under Article 13 of the Master Deed the Declarant retains the right to construct and add future phases to the Condominium (which shall terminate by occurrence of any of the events identified under Article 13(b) of the Master Deed), the Declarant shall serve as the sole Trustee of the Trust. Thereafter, there shall be at all times a Board of Trustees (hereinafter the "Board") consisting of either one (1) Trustee if the same Owner owns all of the Units, two (2) Trustees if two different Owners own the Units. Each Unit Owner in the Condominium shall be entitled to appoint one Trustee each. Trustees, other than those appointed by the Declarant, shall be either a Unit Owner or a member of his family.

Section 2. Appointment of Trustees. The Trustees, as provided in the section above, shall be appointed by written notice of such appointment to all Unit Owners and such appointment shall be effective upon the giving of such notice and the recording of the same with the Essex Southern District Registry of Deeds.

Section 3. Resignation and Removal. A Trustee may resign by written notice to the Owners of the other Units of the Condominium. A Trustee may be removed, with or without cause, by the Owner who appointed same, provided that such removal shall not be effective until written notice of such is given to the Owner of the other Units of the Condominium.

Section 4. Sale of Unit. The Trustee appointed by a Unit Owner shall be automatically removed from office upon the conveyance by such Unit Owner of title to his Unit to a new owner. Such new Unit Owner shall appoint a new Trustee for his Unit in the manner provided in Section 2. hereof within fourteen (14) days of the recording of the Unit Deed of such unit.

Section 5. Failure to Appoint a Trustee. If a Unit Owner shall fail to appoint a successor Trustee to replace one who has resigned, died or otherwise is unable to serve, or if a new Unit Owner shall fail to appoint a new Trustee to replace one automatically removed from office pursuant to Section 3. hereof, the remaining Trustee, after giving the Unit Owner ten (10) days advance notice of his intention to do so, shall select as a second Trustee any one of the Unit Owners of the Unit for which such Trustee is required to be appointed. Said Trustee selected shall then serve as Trustee, unless and until the Unit Owner of the Unit for which he is appointed removes him and appoints a successor Trustee pursuant to the provisions of this Article.

Section 6. Identity of Trustees, Unit Owners. Any instrument appointing or removing a Trustee and any resignation of a Trustee shall be recorded with the Essex Southern District Registry of Deeds or any other public office to be effective. Any person dealing with the Trustees may conclusively rely upon a Certificate, signed by a person or persons who state under oath that they are the Owners of all of the Units in the Condominium as to the identity of the then Trustees, and any such Certificate must be in recordable form according to the requirements of the Essex Southern District

Registry of Deeds. Third persons shall be entitled to rely upon the sworn statement of the Trustees signing said Certificate as to the facts contained therein.

Section 7. Powers of the Trustees. All decisions made and action taken by the Trustees must be by majority consent, provided that in the event of a dispute the Trustees and/or Unit Owners may refer the matter to binding settlement in accordance with the provisions of Article VII hereof. No action may be taken by only one Trustee, with the exception that: (a) if pursuant to Section 1. of this article the Board is to consist of only one Trustee, such Trustee may exercise all of the powers authority granted to the Trustees under this Trust; (b) one Trustee may act pursuant to Section 5 hereof to appoint a successor Trustee should the Owner of the Unit which such Trustee is to represent fail to do so; and (c) any one Trustee may refer disputed issues to binding settlement in accordance with said Article VII.

Section 8. Bond Required. If any mortgagee shall so require, the Trustees named or appointed as hereinabove provided, whether as original Trustees or as successor to or as substitute for another, shall be obligated to give a fidelity bond or surety or other security for the performance of his duties hereunder. The cost of said bond or surety shall be a common expense.

Section 9. Compensation. Trustees serving hereunder shall not be entitled to be compensated for their services as such. The Trustees may by agreement reimburse either of them for expenses incurred by them in connection with their duties hereunder.

Section 10. Liability of Trustees. The Trustees shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith, and except as provided hereinbelow. The Owners shall indemnify and hold harmless each of the Trustees against all contractual liability to others arising out of contracts made by the Trustees on behalf of the Condominium, unless any such contract shall have been made in bad faith or is contrary to the provisions of the Master Deed or the By-Laws of the Condominium. It is understood that it is permissible for Trustees to contract with the Declarant and affiliated corporations without fear of being charged with self dealing. It is also intended that the personal liability of each Owner arising out of any contract made by the Trustees shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interest of all the Owners in the Common Area. The provisions of this Section 10. do not apply to and shall not preclude a claim for physical damage by an Owner against the Board or any other insured under the liability insurance required by the terms of this Trust.

Section 11. Indemnification of Trustees. The Trustees shall be entitled to indemnity out of the trust property by the Unit Owners against any liability incurred by the Trustees in the performance of their duties hereunder.

ARTICLE IV

Beneficial Interest in the Trust

Section 1. Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners of 36 North Atkinson Street Condominium. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in Exhibit C of the Master Deed of the Condominium, as it may be amended from time to time.

Section 2. Each Unit to Vote by One Person. The beneficial interest appertaining to each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several Owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, and (b) notify the Trustees of such designation by a Notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice or designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit owners established hereby.

Section 1. Powers of Trustees. The Trustees shall have the power necessary for the administration of the affairs of the condominium and may do all such acts and things in connection therewith, except as by law or by the Master Deed or these By-Laws may not be delegated to the Trustees. The powers and duties of the Trustees shall include, but shall not be limited to, the following:

(a) The maintenance, repair and replacement of the Common Areas and Facilities (sometimes hereinafter also called "Common Area") and the Limited Common Areas except those for which the Unit Owner is responsible pursuant to the provisions of the Master Deed.

(b) The manner of assessing and collecting from the Owners their share of common expenses, including special assessments, and the determination and establishment of an annual budget for the Condominium.

(c) Hiring and employment and termination of personnel necessary in the opinion of the Trustees for the proper operation and maintenance of the Common Areas or for the enforcement of the provisions of the Master Deed or By-Laws, including, but without limitation, a manager and managing agent. Any compensation for said personnel shall be a common expense item.

(d) The establishment and maintenance of a bank account on behalf of the Trust and the designation of signatories thereof.

(e) The obtaining of insurance pursuant to the provisions of these By-Laws.

(f) To grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium.

(g) Any and all other acts which in the judgment of the Trustees are necessary and proper for the accomplishment of any of the purposes of this Trust or which are incidental to the powers herein or in the Act, to manage and dispose of (exclusive of common areas) the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts which in their judgment are in the best interest of the Unit Owners of the Condominium.

Section 2. Owner's Obligation to Repair. Each Owner shall, at his own expense, maintain his Unit and its equipment and appurtenances (including window and door glass) in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing and finishing which may, at any time, be necessary to maintain the good appearance and condition of his Unit. In addition to redecorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any bathroom fixtures, kitchen fixtures, plumbing fixtures, water heaters, heating equipment, air conditioning equipment, lighting fixtures, and other property which are not Common Area. Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation which is Common Area within his Unit. Each Owner shall also, at his own expense, keep the Exclusive Use Area appurtenant to his Unit in a clean and sanitary condition. No Owner shall permit any repair or other work on his Unit or in the Limited Common Area appurtenant to his Unit by anyone unless such person or entity has furnished written evidence of reasonably adequate public liability and worker's compensation insurance in form and amount which are satisfactory to the Board, and unless such repair or other work is performed in compliance with all governmental laws, rules and regulations.

Section 3. Prohibition against Structural Changes by Owner. In addition to the requirements with respect to repair or other work set forth in Section 2. above, and except as with respect to Declarant's exercise of reserved phasing rights under Article 13 of the Master Deed, no owner shall, without first obtaining written consent of the Board: (i) make or permit to be made any structural alteration, improvement or addition in or to his Unit or in any other part of the Condominium; (ii)

damage to any bearing wall) or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the Condominium; (iii) impair any easement or right or personal property which is a part of the Condominium; or (iv) paint or decorate any portion of the exterior of any building or other structure in the Condominium or any Common Area therein.

Section 4. Common Expenses. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective beneficial interest in this trust, as set forth in Article IV hereof.

Section 5. Assessment.

(a) At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with reasonable provisions for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owner's for their respective shares of such assessment according to the Unit Owner's beneficial interest in the Common Areas and Facilities. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees shall provide for payments of statements in monthly installments. The amount of each such statement shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may designate, shall carry such late charge in such amount or at such rate of interest as the Trustees shall determine; and together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of M.G.L.c. 183A. To the extent allowed by said statute, the lien for any common expenses becoming payable after the date of recording of a first mortgage on the Unit, shall be subordinate to said first mortgage. To the extent permitted by the statute, any fee, late charge, fine or interest levied by the Trustees shall also be subordinate to a duly recorded first mortgage. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs, expenses and interest, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien. The Unit Owner's responsibility for the payment of common expenses shall commence upon conveyance to such Unit Owner.

(b) The Trustees shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and the Exclusive Use Areas that the Trustees must maintain under the provisions hereof. The fund

shall be maintained out of regular assessments for common expenses.

(c) The Trustees shall establish a working capital fund for the initial months of the Condominium operation equal to at least two months estimated Common Area charge for each Unit. Each Unit Owner's share of the working capital fund must be collected and transferred to the Trustees at the time of the closing of the sale of each Unit and maintained in an account for the use and benefit of the Trust. The purpose of the fund is to ensure that the trust will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payments of regular assessments.

Section 6. Tax Abatements. No Unit Owner shall file an application for abatement of real estate taxes without written approval of the Trustees, which approval shall not be unreasonably withheld.

Section 7. Notice of Default. Upon written request addressed to the Trustees by a first mortgagee of either Unit, the Trustees shall notify such first mortgagee of any default by the mortgagor of such Unit in the performance of said mortgagor's obligations under the Master Deed or this Trust.

Section 8. Tenants. Any Unit owner may lease his unit subject to the restrictions enumerated in Section XIII of the Master Deed of the Condominium, recorded prior hereto, subject also to the following conditions:

A. Any lease, or occupancy agreement shall:

- i. be in writing and apply to the entire unit, and not merely a portion thereof; and
- ii. be for a term of not less than six (6) months; and
- iii. expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and
- iv. contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

"THE DWELLING UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS PART OF A CONDOMINIUM. ANOTHER UNIT OF THE CONDOMINIUM BUILDING MAY BE OCCUPIED BY ITS INDIVIDUAL OWNER(S) OF THE HOMES WHICH THEY OCCUPY, AND NOT RENTAL TENANTS. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT)

ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERE TO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE"; and

v. contain the following section in addition to the foregoing notice:

"Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, shall constitute a material default in this lease, and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner (the Landlord/Lessor in this Lease/Occupancy Agreement) and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the Owner of the affected Unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

(a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the Unit as such address then appears on the records of the Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

(b) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to:

Levy fines against the owner of the affected Unit in accordance with the provisions of Section 5 of the By-Laws, and Terminate the tenancy by giving notice to quit in writing to the tenant in any manner permitted by law, in the name of the Landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the Landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a Summary Process Action against the tenant under the

provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

(c) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a Summary Process Action or Actions, and the Trustees' election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all of the foregoing remedies, either at the same time, or in the event of any further default.

(d) All of the expenses of the Trustees in giving notices, and notices to quit, and maintaining and pursuing Summary Process Actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common charges owed by the Unit or Unit Owner.

B. The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

C. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

D. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

E. The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

F. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary it is expressly understood and agreed that neither the Trustees, nor the Unit Owners, shall ever have any personal or individual responsibility with respect to said lease or occupancy agreement.

G. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

H. Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

NON DISCRIMINATION

Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the rules and regulations now or hereafter adopted or promulgated (including but not limited to the provisions of Section 8, shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, county or municipal law.

Section 9. Sale of Units. No owner shall convey, mortgage, sell or lease his Unit unless and until he shall have paid in full to the Board all such sums heretofore assessed by the board against this Unit, which are due and unpaid. Within ten (10) days after receiving an appropriate request and payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), the board shall supply a certificate executed by any one of the Trustees stating the amount of any unpaid Common Expense assessments or other assessments secured by a lien against any particular Unit, in accordance with M.G.L.c. 183A, the Master Deed, and the By-Laws, and the amount thereof which is then due. The amounts so stated shall be conclusively established as of such date in favor of all persons who rely thereon in good faith, as against the 36 North Atkinson Street Condominium Trust. A purchaser of a Unit shall be liable for the payment of any assessments against the said Unit prior to its acquisition by him which are unpaid as of the time of said acquisition, whether or not such are then due, except that a first mortgage holder or a purchaser at sale in lieu of foreclosure shall not be liable for the payment of assessments unpaid and due as of the time of his acquisition, but shall be liable for unpaid assessments becoming due thereafter.

If so requested, the Board shall, for the going fee as aforesaid, supply along with the certificate as to unpaid Common Expenses, a Certificate of Insurance with regard to insurance maintained by the Trust pursuant to Article VII, Section 10, of said Trust.

Notwithstanding the foregoing, a lien for unpaid Common Expenses or other assessments shall be subordinate to any first mortgage lien of record and to certain tax liens as provided in Section 6 of M.G.L.c. 183A.

Section 10. Insurance.

(A) The Trustees shall obtain and maintain, to the extent advisable, the following insurance:

- (i) All risks coverage including fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the building containing the Units and any other insurable improvements forming a part of the Common Area (including without limitation of all such portions of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air

conditioning and other service machinery, interior walls, all finished wall surfaces, floor coverings, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures, except for improvements made by individual owners which exceed a total value of One Thousand (\$1,000.00) Dollars and are not reported to the insurer in behalf of the owners and their mortgagees, as their respective interest may appear. In case of loss, such policies shall be payable to the Trustees for the benefit of the owners, in the amount of the full replacement value of the buildings and improvements.

(ii) Public liability insurance in such amounts as the Trustees may, from time to time determine, but in no event shall the limits of liability be less than Three Hundred Thousand (\$300,000.00) Dollars for bodily injury and property damage per occurrence, insuring each Trustee and the owners, and with coverage for liability for cross claims of any one insured thereunder against any other insured thereunder. Such insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Unit or within the Limited Common Area of which he has exclusive use.

(iii) Worker's compensation insurance, as required by law.

(iv) Such other hazard insurance including but not by way of limitation, earthquake and flood insurance and the like, as the Board may determine.

(v) A fidelity Bond for the Trustees, if required by the Trustees.

(B) General Insurance Provisions:

(i) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under this Article and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 9. (a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.

(ii) The Trustees shall be required to make every effort to see that all policies of physical damage insurance provided for under this Article: (i) shall contain waivers of subrogation by the insurer as to claims against the 36 North Atkinson Street Condominium Trust, its employees, members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity on account of the conduct of any of the Owners over which the Condominium Trust has "no control"; (iii) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees, and (iv) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

(iii) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to this Article and each Owner hereby assigns to the trustees the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property), owned or supplied by individual Owners shall be filed with the Condominium Trust.

(iv) Each Owner may obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported in writing to the Trustees.

(v) Each Owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Trustees of all improvements to his Unit (except personal property) which exceed a total value of One Thousand Dollars (\$1,000.00) and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 1. (a) hereof, of any such improvements.

(vi) To the extent permitted by the Act and notwithstanding other provisions herein contained, any restoration or repair to the Common Areas or any Unit after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the provisions of the Master Deed and the Unit Deed, and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on both Units.

Section 11. Rebuilding and Replacement:

(a) In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless the loss to the common Areas and Facilities exceeds Ten Percent (10%) of the value of the condominium prior to the casualty and both of the Unit Owners do not agree to proceed with the repair or restoration as described in paragraph (c) of this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless said paragraph (3) of this Section is applicable), the Trustees shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

(b) The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to

the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

(c) In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall allocate the available proceeds between (1) Common Areas and Facilities and (2) Units (or Unit) in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and such shares shall then be paid over to the Trustees and/or each such Unit owner entitled to a share.

(d) If there shall have been repair or restoration pursuant to the foregoing provisions of this Section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided into separate shares for the Trust and the Unit Owners based on the cost of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

(e) If a loss to the Common Areas and Facilities due to a casualty exceeds Ten Percent (10%) of the value of the Condominium immediately prior to such loss and if within one hundred twenty (120) days after the date of such loss, the owners of both of the Units do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to his Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage on such Unit, if any, up to, but not in excess of, the amounts remaining due thereon, and thereafter to the Unit Owner; and the Condominium shall be subject to partition and the net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the first mortgages on Units, if any, to the extent of the amounts remaining due thereon, then to second mortgagees and subsequent subordinate mortgagees, and thereafter to the Unit Owners.

(f) In the event of a taking of all or part of the Condominium under the power of eminent domain, the provisions of Paragraphs (a) through (e) of this Section shall apply as if the taking was a casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. In such event the Trustees are empowered to act for the Unit owners as attorneys in fact in any and all condemnation proceedings. If the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units, such allocations shall be used in allocating the proceeds pursuant to the provisions of said Paragraphs (a) through (e).

(g) If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities, they shall obtain the written consent of both Unit Owners to such proposed improvement prior to commencing any work with respect thereto, and the cost of such improvement

shall be assessed as a common expense. However, an improvement may be made and the costs thereof assessed to only one Unit Owner if both Unit owners assent to the proposed improvement in writing, with one Unit Owner then agreeing in writing to pay all the cost associated with such improvements.

Section 12. Meetings.

(a) **Trustees.** The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and time thereof shall be given at least two (2) days before such meeting to each Trustee. All Trustees then in office shall constitute a quorum at all meetings. Such meeting shall be conducted in accordance with such rules as the Trustees may adopt.

(b) **Unit Owners.** There shall be an annual meeting of the Unit Owners on the first Tuesday in February in each year at 8:00 P.M. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of any Unit Owner. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated.

(c) **Inspection of Books.** Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first and second mortgagees of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a Certified Public Accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

(d) **Fiscal Year.** The Fiscal Year of the Condominium shall be the Calendar Year.

ARTICLE VI

Rights of Third Parties

Dealing with the Trustees

Section 1. Reliance on Identity of Trustees. Persons dealing with the Trustees, as certified to them by the Unit Owners, shall not be bound to ascertain or inquire further as to the identity of said Trustees or of any changes in their office. The receipts of the Trustees, or any one or more of them for money or things paid or delivered to them or to him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose for which a sale, mortgage, pledge or charge herein authorized or directed was made; or, otherwise as to the purpose or regularity of any of the acts of the Trustees purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation or appointment of any Trustees.

Section 2. No Personal Liability. No recourse shall at any time be had under or upon any note, bond, contract, order instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise; and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 3. Instruments of Trustees. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by the Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time be deemed to have been delegated subject to the terms and provisions hereof.

ARTICLE VII

Arbitration

Section 1. Resolution of Disputes. In the event of a dispute (a) between the Owners of the Units or (b) between the Trustees as to any matter involving this Trust, the Master Deed and the

Condominium generally, either of the disputing parties at his option may

(a) Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the Commonwealth of Massachusetts. Within fourteen (14) calendar days after receiving such notice, the other party shall by written notice to the requesting party name a second arbitrator who shall likewise be an attorney licensed to practice law in the Commonwealth of Massachusetts, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of appointment of the second arbitrator to be appointed, to agree upon a settlement to the dispute, they shall then appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator need not be an attorney, but he shall be some one who is qualified by his profession to deal with the matter in dispute. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him within twenty (20) day period, then either party may apply to the Superior Court of Middlesex County for the appointment of the third arbitrator. The third arbitrator shall within fourteen (14) calendar days after his appointment render his decision in the dispute. The decision of the arbitrators whether it be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the impartial arbitrator shall be a common expense of the Condominium.

ARTICLE VIII

Amendment and Termination

Section 1. Amendments. The Trustees, with the consent of the Unit Owners, may from time to time amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first being duly indemnified against outstanding obligations and liabilities; provided, however, that (a) no such amendment shall alter, add to or change the percentage of beneficial interest hereunder of any Unit Owner so as to render it different from the percentage of individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and (b) no such amendment which shall render this Trust contrary or inconsistent with the requirements or provisions of the Act shall be valid or effective, and further provided that no amendment relating to those matters referred to in paragraph 4 of the Master Deed shall be valid or effective until said amendment is assented to in writing by the first mortgagees of record as therein provided, and (c) no such amendment shall reduce the insurance coverage required under Article V, Section 9 hereof, and (d) no such Amendment shall extend the period for recording statements or the collection of same beyond the time presently required in Article V, Section 5 hereof. Any Amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Essex Southern District Registry of Deeds of an instrument of

amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged by the Trustees in the manner required in Massachusetts for the acknowledgement of deeds, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, and upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 2. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 3. Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in the Master Deed. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and without being answerable for loss and, for said purposes, to do as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or control.

ARTICLE IX

Provisions for Protection of Mortgages

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the rules and regulations promulgated pursuant thereto to the contrary, and subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

a) In the event that the Unit Owners shall amend the Master Deed or the By-Laws of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a

mortgagee; or

(iii) sell or lease a Unit acquired by the First Mortgagee;

(b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust;

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless one hundred (100%) of the First Mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual Condominium Units have given their written approval, the Condominium Trust and the Unit Owner shall not be entitled to:

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

(ii) change the pro rata interest or obligations of any individual Unit for the purposes of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(b) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking or of substantial loss to the Units and/or Common Elements.

e) Consistent with the provisions of Chapter 663A, all taxes, assessments and charges which may

become liens prior to a 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) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a first Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;

g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:

(i) written notification from the Condominium Trust of any default by its borrower with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

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

(iv) receive written notice of all meetings; and

(v) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Elements.

h) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee or thirty (30) days or less written notice.

The Declarant intends that the provisions of this Article IX shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and except as provided in Section 11 of the By-Laws, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Article IX may not be amended or revised without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Essex Southern District Registry of Deeds.

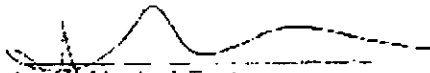
ARTICLE X

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

EXECUTED as a sealed instrument on the date first above written.

36 NORTH ATKINSON STREET
CONDOMINIUM TRUST

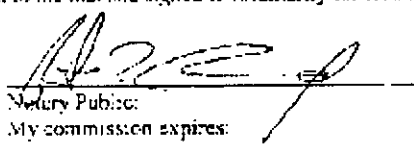

Janet L. Moreland, Trustee

Commonwealth of Massachusetts

Essex, ss.

November 9, 2010

On this 9th of November, 2010, before me, the undersigned notary public, personally appeared Janet L. Moreland, proved to me through satisfactory evidence of identification which was ~~Blanche K. Moreland~~ to be the person whose name is signed on the preceding or attached document in my presence and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public:

My commission expires:



EXHIBIT C

Condominium Site Plan - Attached

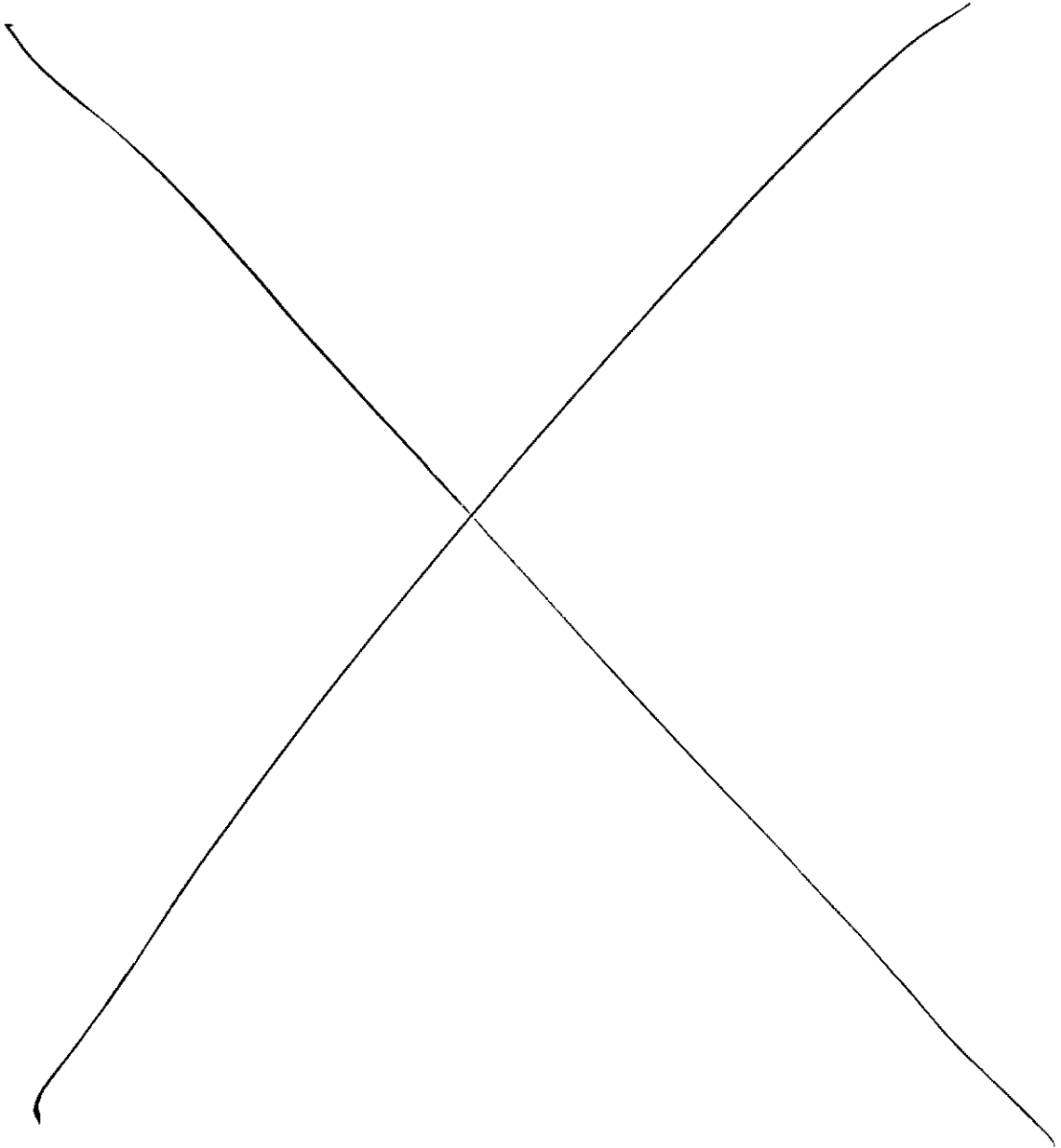


EXHIBIT D

Baseline Documentation - Attached

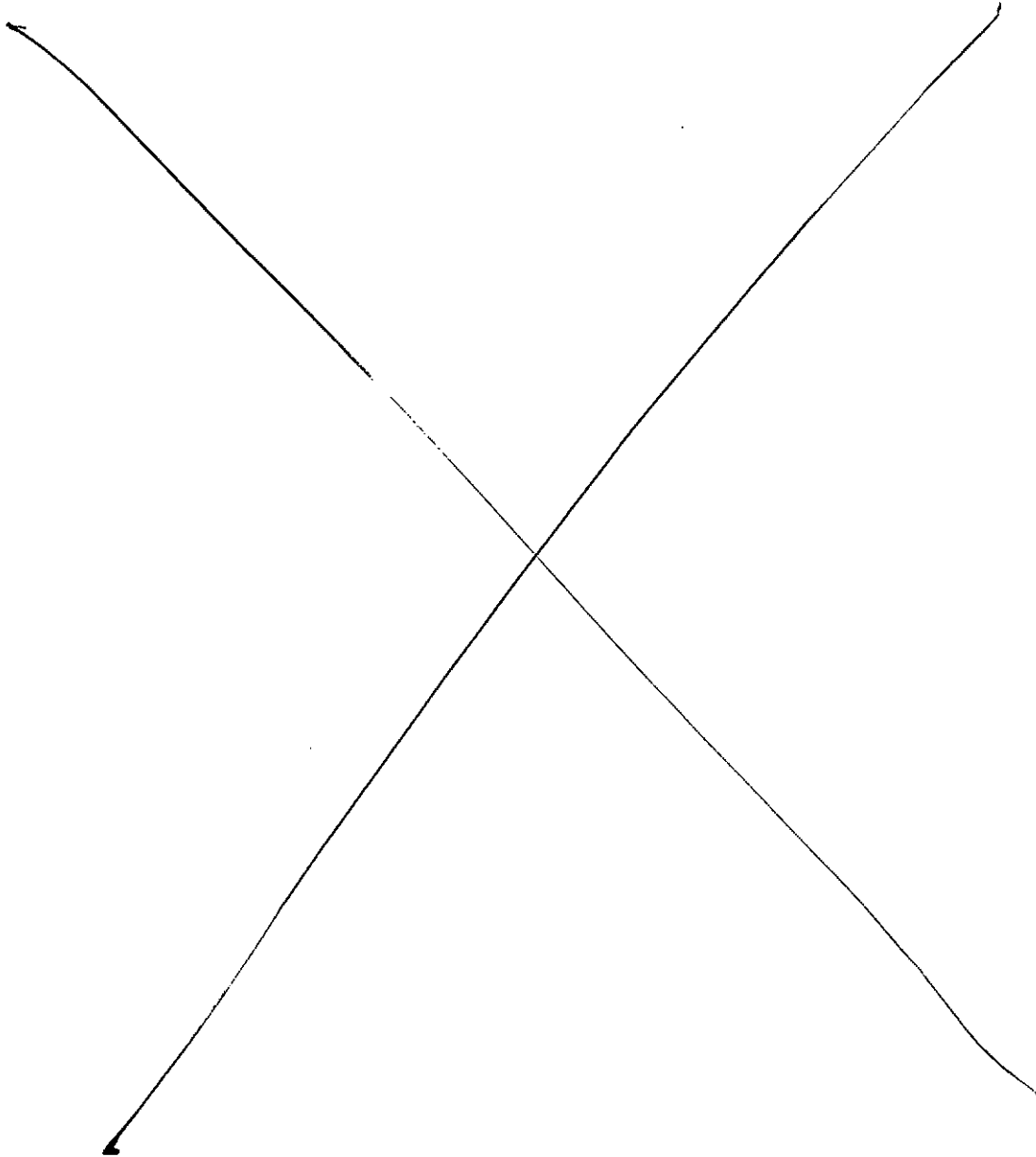


Exhibit D

Baseline Documentation

1. Photographs
2. Massachusetts Historical Commission Inventory Form B
3. Site Plan entitled “Site Plan Moreland Property”, Alan Engineering, LLC dated October 9, 2007
4. The Condominium Site Plan attached as Exhibit C
5. Unit Plans entitled “Unit A Plans N. Atkinson Street Condominium, 36 No. Atkinson Street, Newburyport, MA”, Aileen C. Graf, Architect dated August 9, 2010 and recorded with Essex South District Registry of Deeds in Plan Book 426 as Plan 62
6. Letter from Newburyport Historical Commission dated January 12, 2008

Exhibit D1: Photographs



Photo 1: Front Facade, Southeast Elevation



Photo 2: West Elevation



Photo 3: Northwest Elevation



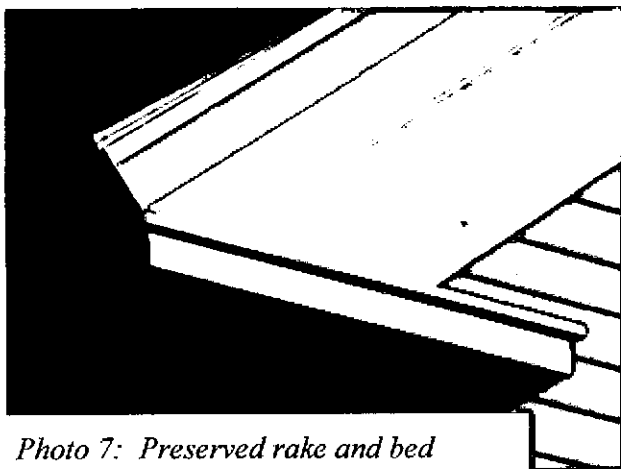
Photo 4: East Elevation



Photo 5: Original front door



*Photo 6: Preserved cornice detail,
front entrance*



*Photo 7: Preserved rake and bed
moulding*



*Photo 8: Preserved rake and bed
moulding*

Exhibit D2: Massachusetts Historical Commission Inventory Forms

FORM B – BUILDING

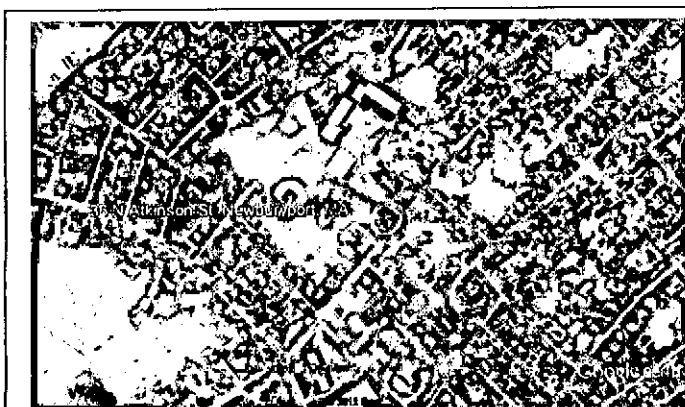
MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



36A N. Atkinson St, Newburyport MA

Locus Map



Recorded by: Janet Morris
Organization: Newburyport Historical
Date: April 2013

Assessor's Number USGS Quad Area(s) Form Number

42/34/A

Town/City: Newburyport

Place: Bresnahan School Area

Address: 36 North Atkinson Street

Historic Name: unknown

Uses: Present: Residential

Original: Residential

Date of Construction: Approx. 1890

Source: Registry of Deeds, Historical Details

Style/Form: Greek Revival

Architect/Builder: unknown

Exterior Material:

Foundation: Brick

Wall/Trim: Wood Clapboard with wood rake
boards and head moulding

Roof: Asphalt shingle

Outbuildings/Secondary Structures: Two car
detached garage (not original to house)

Major Alterations (with dates): In the 1970s the
house was converted to a two family dwelling
with added dormers on third floor, a back deck
and stair access for secondary egress. A
detached two story barn was added behind the
house. 2008, the detached barn was removed,
and a total rehabilitation of the structure was

Condition: Poor prior to 2008 renovation

Moved: no ☒ yes ☐ Date:

Acreage: 36,408 square feet

Setting: Residential street consisting of homes
on larger lots built in the 19th and 20th century.

INVENTORY FORM B CONTINUATION SHEET

Atkinson St

TOWN: Newburyport ADDRESS: 36 N

MASSACHUSETTS HISTORICAL COMMISSION

220 Morrissey Boulevard, Boston, Massachusetts 02125

Area(s) Form No.

☐ Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

This house is a vernacular example of the Greek Revival style. The house is quite simple but has the gable of the roof facing the street so as to suggest the Greek pediment. The doorway is set off the side and decorative boards flank the door itself. These are all characteristics of the Greek Revival, as is the wide fascia below the overhang with decorative brackets above the doorway. The cornerboards, rake boards with bed moulding and eave returns are in keeping with the style. Numerous examples of this type of single family residence were built in Newburyport during the second and third quarters of the nineteenth century. These houses were typical 1 ½ to 2 ½ stories and provided housing for workers of the manufacturing industries which flourished in Newburyport in the nineteenth century.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The land upon which the house is built was deeded as a separate parcel with other land by Albert G. Maxwell to Nathaniel L. Ordway in 1868. Nathaniel Ordway was approximately 66 when he owned the property and lived upon the larger lot with his wife, Mary, age 70 and his son Charles, who was one of six children. Nathaniel Ordway was born in New Hampshire and was a farmer. The son, Charles, was a keepin in a livery stable. Charles continued to own the property after his father's death.

In 1888, the one parcel was deeded to George F. Carter, who built the house on the land sometime between 1889 and 1906. George F. Carter was approximately 33 years old when he purchased the land. He was born in Massachusetts, the son of George W. Carter and Sophia C. Carter. The home built by Carter remained in the Carter family until 1956.

INVENTORY FORM B CONTINUATION SHEET

Atkinson St

TOWN: Newburyport ADDRESS: 36 N

MASSACHUSETTS HISTORICAL COMMISSION

220 Morrissey Boulevard, Boston, Massachusetts 02125

Area(s) Form No.

--	--

George W. Carter, the father of George F. Carter, was born April 25, 1830 at Gut of Canso, Nova Scotia. He served in the Civil War in the 35th Regiment, Massachusetts Infantry, then later in the 9th Army Corps, Army of the Potomac. He was wounded in the left foot at Antietam, September 17, 1862, but remained in the service of the country until his discharge in June, 1865. He returned home to Newburyport where he was a ship builder. He died December 16, 1887, buried in the Belleville Cemetery.

George F. Carter worked in a shoe factory as a stock fitter. After the house was built upon the property, he lived there with his wife, Louisa A. Carter. Louisa was a homemaker and cared for their four children, Fred, Adeline, Alice and Lena. As the children grew, the adult daughters remained at home with their parents. Adeline was a case maker at the silver factor; Alice was a bookkeeper at a grocery store, and Lena was a stenographer at a spice manufacturing company. After George F. Carter's death on January 31, 1915, his wife Louisa and daughter Adeline continued to live at the home. Louisa became a dress maker and Adeline lived with her mother and continued to work at the silver factory. Louisa A. Carter died on April 29, 1940 and the property was left to the children in equal shares. Adeline continued to live at the property until her death on Jun 12, 1956.

Following the death of the final Carter family member to live at the North Atkinson property, the house was conveyed to Robert and Joan Franz in 1956. In 1957 Robert and his wife deeded a parcel of the property containing 0.35 acres to the City of Newburyport for the North End Grade School (now the Bresnahan School). The land was deeded several times following the Franz ownership, the owners occupying the property. In 1976 the property was deeded to Walter B. Preble and Marjorie G. Preble. It was sometime during this period that it was converted to a two family dwelling with the addition of the dormers and the back deck stairways. From approximately 1981 to 2006 the property was a rental property. In 2007, the property was conveyed to Janet L. Moreland, who converted the building to a single family residence and restored many of the historic features of the home. In 2010, the property was conveyed to Richard C. Batten Jr. and his wife Patricia A.M. Batten.

BIBLIOGRAPHY and/or REFERENCES

HeritageQuest Online – Census records – City of Newburyport

Essex South District Registry of Deeds records

History of Newburyport 1764 – 1905, John J. Currier

The City of Newburyport in the Civil War 1861 – 1865, George W. Creasey

Newburyport MIMAP

INVENTORY FORM B CONTINUATION SHEET
Atkinson St

TOWN: Newburyport ADDRESS: 36 N

MASSACHUSETTS HISTORICAL COMMISSION

220 Morrissey Boulevard, Boston, Massachusetts 02125

Area(s) Form No.

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National Register of Historic Places Criteria Statement Form

Check all that apply:

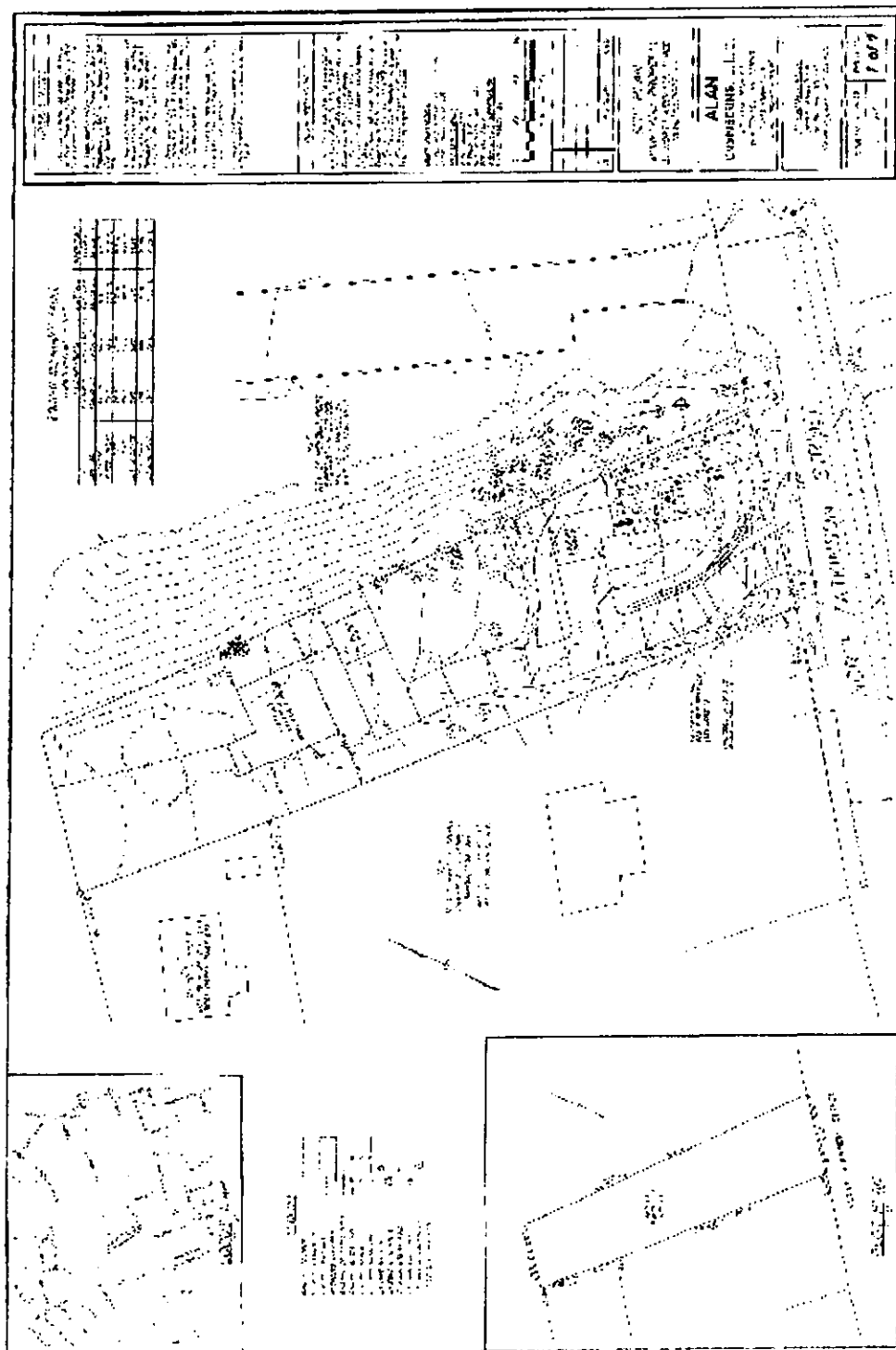
- ☐ Individually eligible ☐ Eligible **only** in a historic district
- ☐ Contributing to a potential historic district ☐ Potential historic district

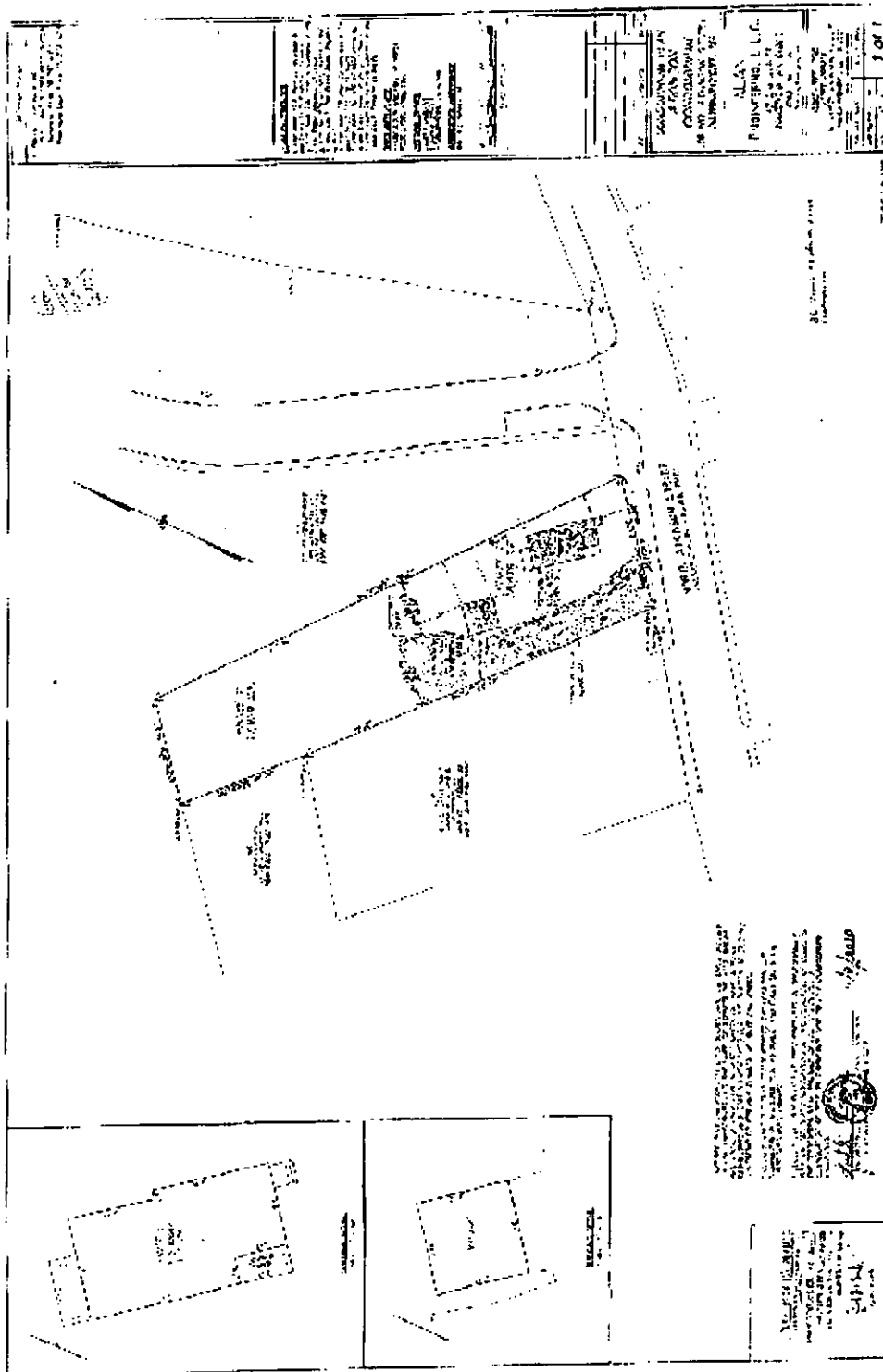
Criteria: ☐ A ☐ B ☐ C ☐ D

Criteria Considerations: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Statement of Significance by _____

The criteria that are checked in the above sections must be justified here.





RESERVED FOR INDUSTRY DEEDS

PLAN BOOK 426 PLANS

36 North Street
Newburyport, MA 01950
Tel: 978-386-1100
Fax: 978-386-1101

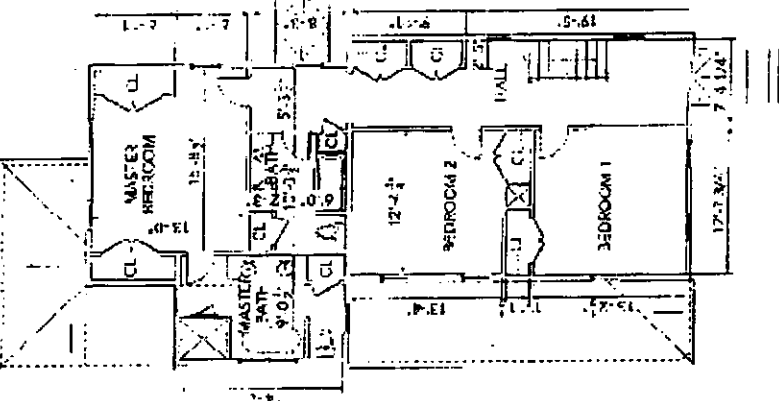
Handwritten signature

I HEREBY CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS IN PREPARING THIS PLAN. THE PLAN WITHIN SHOWS UNIT A, SAID UNIT OF THE UNIT, ITS LOCATION, DIVISIONS, AND PRECISE AREA, BEING DIVIDED INTO ACCESSIBLE COMMON AREAS TO WHICH IT HAS ACCESS AS SHOWN ON THIS PLAN, AND CONFORMS WITH THE APPROVED PLANS AND CONDITIONS SET FORTH IN THE NEWBURYPORT PLANNING BOARD, SECT 13A, VTC SPECIAL PERMIT DECISION, FILE # SP-07.

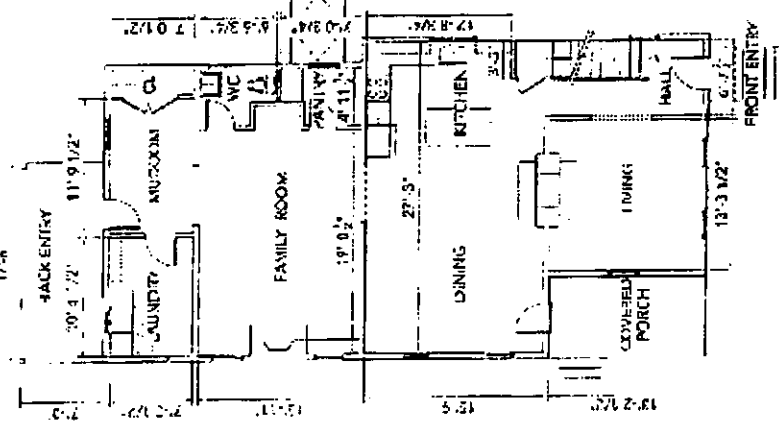


36 North Street
Condominium
AUGUST 9, 2010
ALL FEN C. GRAP ARCHITECT
100 NORTH STREET, NEWBURYPORT, MA 01950
(978) 386-1100

UNIT A BLANK
1. AT CONSON STREET CONDOMINIUMS
35 N. AT CONSON STREET
NEWBURYPORT, MA 01950
10 FEET SCALE: 1/8" = 1'-0"



UNIT A - SECOND FLOOR: 1163 S.F.



UNIT A - FIRST FLOOR: 1227 S.F.



CITY OF NEWBURYPORT
HISTORICAL COMMISSION
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 463-4400 • (978) 463-4452 (FAX)

MEMO TO NEWBURYPORT PLANNING BOARD
RE: 36 North Arlington Street, Janet Moreland, Owner

January 2, 2008

In response to a request by the Newburyport Planning Board, the Newburyport Historic Commission has reviewed the proposed project at 36 North Arlington Street. We have covered our recommendations and a presentation to the NHCC by the Owner's representatives at our December 6, 2007 meeting, architectural drawings dated January 3, 2008, and a visit to the site and special NHCC public meeting on January 12, 2008.

The project generally consists of removal of a later addition to an existing 1850's Greek Revival house, renovation of the house, demolition of a 1970's two-car garage, and construction of a new house and a two-car garage for each house.

Should the Newburyport Planning Board decide to allow this project to proceed, it is our recommendation that the Planning Board require the following:

1. Retention of the original 1850's Greek Revival house, including the following specific features:
 - Roofline (note: we recommend the removal of a later addition)
 - Brick foundation
 - Interior trim, including but not limited to case, boards and bead molding
 - Window casements
 - Decorative door surround on the street elevation
 - Hard pine flooring
 - Marble tile ceilings
 - Interior staircase including balustrade if feasible

2. Any changes to the existing window line to be made, such changes shall be reviewed by the NHCC.

We find no adverse effect to the existing house by the addition as shown on the above referenced plans.

Regarding the overall site plan, our primary interest is the effect upon the historic house and the surrounding streetscape. Related to that, we have the following comments:

1. We are comfortable with the location of the proposed garage which will adjoin to the existing house. There is historical precedence for this type of arrangement as seen in the existing garage on a location similar to what is indicated throughout the City. We also like how it serves to block the view of the new house and its garage from the street.
2. We feel that it is very important to screen the new house and garage from the old house and the new garage, so we strongly recommend that you require saving as much existing planting material as possible and require the addition of as much new mature evergreen type plantings (a pick of year round screening) as possible in areas that will further block the view of the new house and its garage from the street.

We would like to request that any restrictive covenants related to the historic house be held by and remain review by the Newburyport Historical Commission.

Thank you for the opportunity to provide our recommendations on this project. Please don't hesitate to contact us if you have any questions.

NEWBURYPORT HISTORICAL COMMISSION

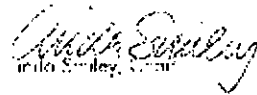
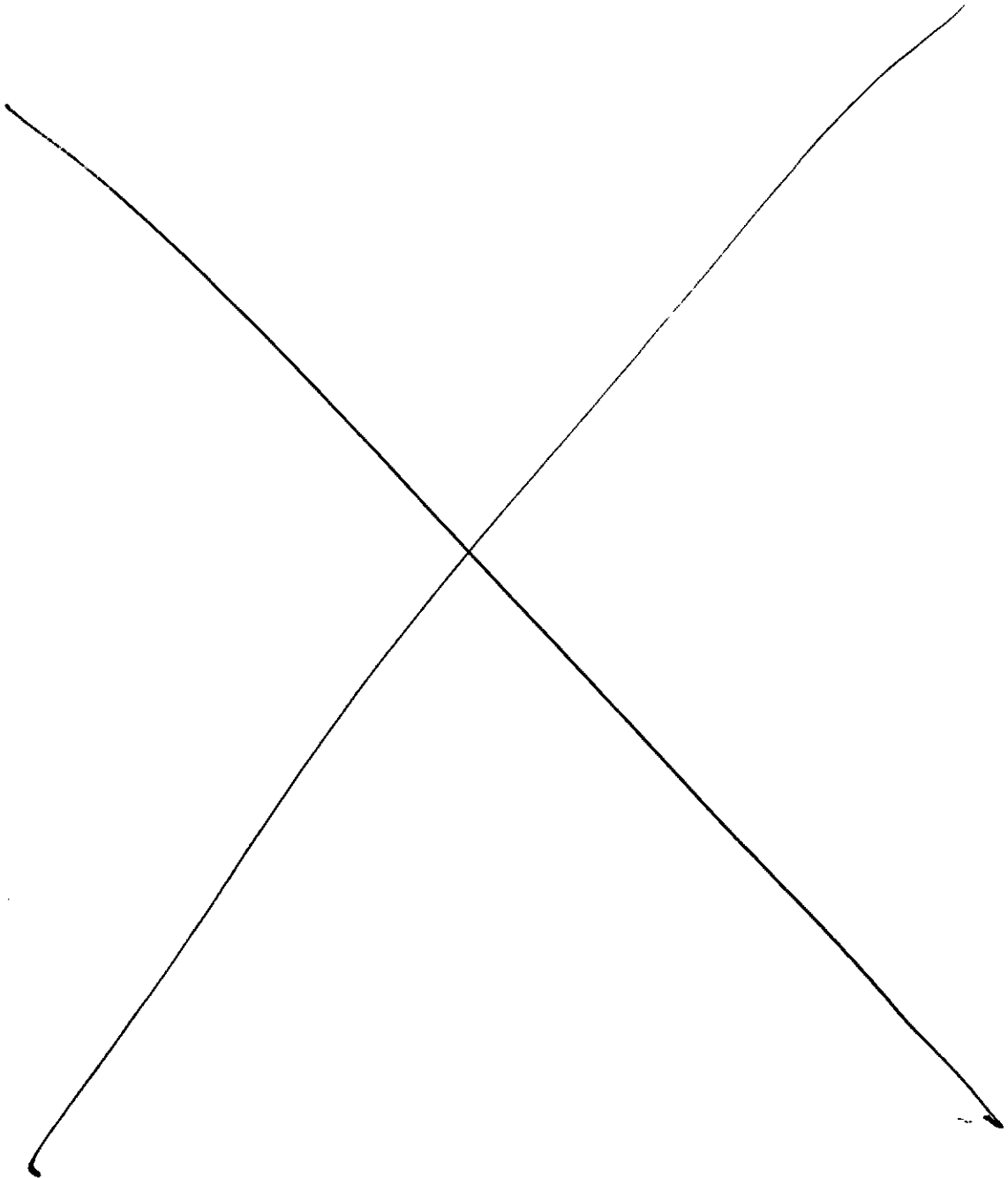
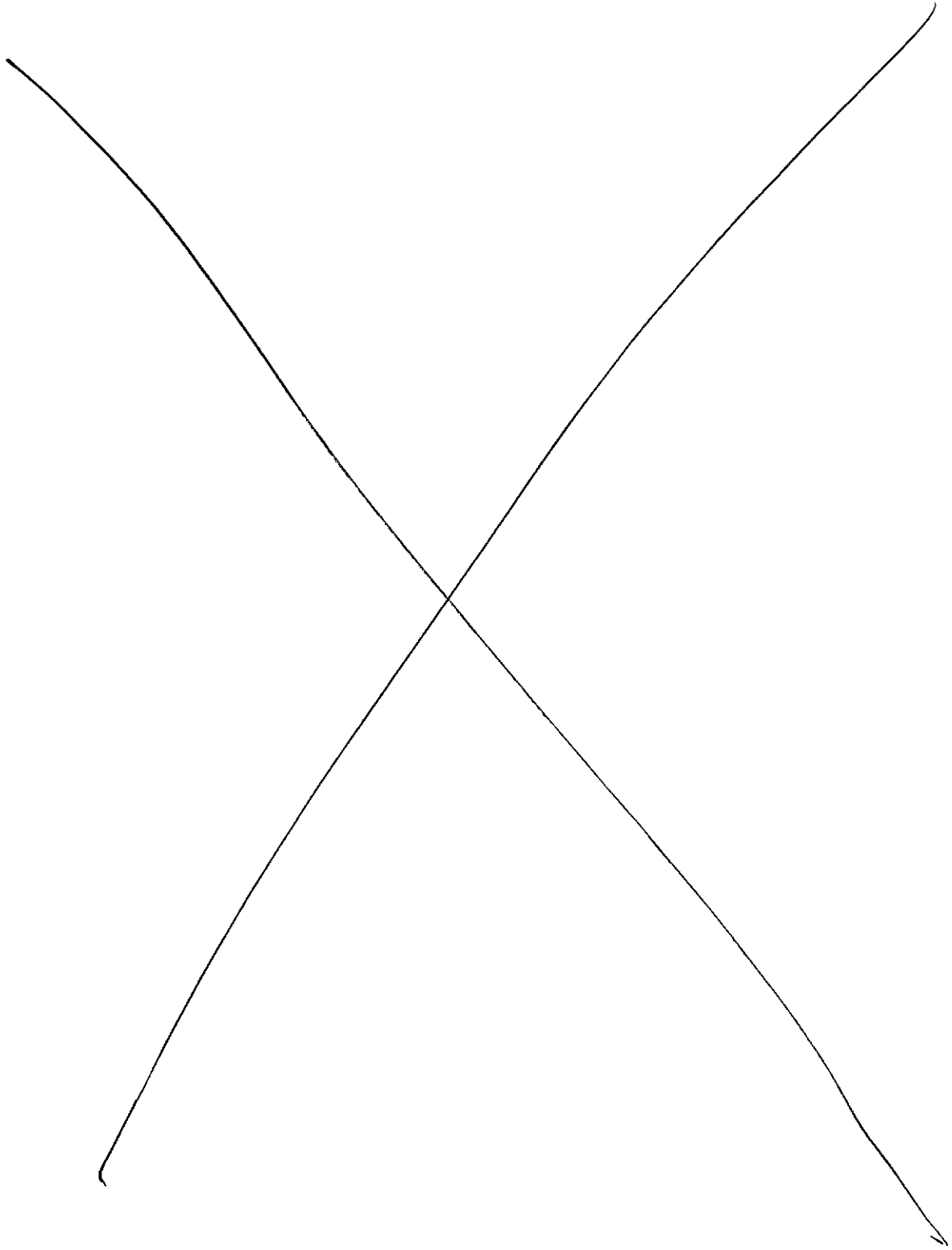

Linda Smiley, Chair

EXHIBIT E

Special Permit - Attached







CITY OF NEWBURYPORT
 PLANNING BOARD
 60 PEARSON STREET • 4TH. BOX 350
 NEWBURYPORT, MA 01950
 (978) 465-4400 • (978) 465-4452 (FAX)

1. FORM NO.
 2. DATE
 3. PAGE

SECTION VI-C SPECIAL PERMIT DECISION
 MORE THAN ONE RESIDENTIAL STRUCTURE ON ONE LOT

APPLICATION & DECISION SUMMARY

DECISION DATE: 02/20/2008
 APPLICATION DATE: 11/15/2007
 FILE NO: 2007-5-101
 APPLICANT: James Goodrich
 APPLICANT ADDRESS: 21 Hulse Street, Newburyport, MA 01950
 PARCELS/ADDRESS: 36 North Newbury Street
 MAP/LOT: 42-31
 BK/PAGE: 21-69-197
 ZONING DISTRICT: 32
 BRIEF DESCRIPTION: A two-unit residential structure on 300 sq. ft.

NEWSPAPER NOTICE: 11/20/2007 and 11/27/2007

PUBLIC HEARING: A public hearing was held on the above application on 12/15/2007 and continued to 01/15/2008 and 02/20/2008.

DECISION: After the close of the public hearing the Planning Board voted 7-1 motion made by member Jeffrey Rodman and seconded by James Melin to give the special permit.

The motion having received the necessary two-thirds approval and vote of the members of the Planning Board, in accordance with M.G.L. Chapter 40A Section 27A is granted. The permit for the Special Permit was therefore granted.

RECORD OF VOTE: The following members of the Planning Board voted in favor with respect to the permit for a special permit subject to the below stated terms and conditions:

James Goodrich	Absent	William Rodman	Yes	James Melin	Yes
Don Wilbur	Yes	Jeffrey L. Rodman	Yes	Steve Gentry	Yes
Anna Goodrich	Absent	Thomas Goo	Absent	David Brown	No

Newburyport Planning Board
Address: 36 North Atkinson Street

Section VI-41 Special Permit Decision
File No. 19-07

PLANS AND MATERIALS INCORPORATED INTO DECISION

1. Application to allow two residential structures on one lot pursuant to Section VI-41 of the City of Newburyport Zoning Ordinance was made by the above referenced owners and filed with the Planning Board on 1/15/2007.
2. Public hearings on the Special Permit application were held on 12/5/2007, 01/16/2008 and 02/20/2008. The Board conducted two on-site public meetings on 11/14/2007 and 01/12/2008 and two public subcommittee meetings on 12/20/2007 and 01/23/2008.
3. This special permit application is accompanied and augmented by the following plans, drawings and narrative submittals:
 - "Site Plan Moreland Property" and "Landscaping Plan Moreland Property," prepared by ALAN Engineering, LLC, 43 Elm Street, Wakefield, MA, dated 10/09/2007 and revised through 01/09/2008, Sheets 1 - 2
 - Alternate Development Plans, including: "Conceptual Single Family House Plan," "Conceptual Subdivision Plan," "Conceptual Affordable Housing Plan" and "Conceptual 2 Family House Expansion," prepared by ALAN Engineering, LLC, dated 11/18/2007
 - "Renovations to 36 N. Atkinson Street," drawn by Graf Design Associates, Inc., 2 Library Street, Newburyport, MA, dated 01/31/2008, Sheets A00 - A07
 - Draft Declaration of Covenants and Restrictions, prepared by Suzanne M. Peitrus, dated January 2008
 - Draft Master Deed and Declaration of Trust establishing the 36 North Atkinson Street Condominium, prepared by Suzanne M. Peitrus, dated January 2008
 - Drainage Calculations Report prepared by Mark Soggin, P.E., Alan Engineering LLC, dated 01/29/2008
4. City Departments and Boards provided comments on the plans as follows:
 - Letter from Aaron Cillello, City Engineer, dated 02/13/2008,
 - Letter from Lt. Siemasko of the Police Department, dated 01/15/2008, and
 - Letter from Linda Smith, Chair of the Newburyport Historical Commission, dated 1/12/2008
 - Letter from Steve Brauchery, Deputy Fire Chief, dated 01/29/2008.
5. The plans and other submission material were reviewed by the Planning Board. Throughout its deliberations the Planning Board has been mindful of the provisions of the applicants and their representatives, and the comments of the general public as made in the public hearing.

FINDINGS

General

The applicant proposes construction of a second residential structure at 36 North Anderson Street. The property is approximately 0.9 acres in size and presently serves as existing two-family house. The two-family structure would be converted to a single family home and a second single-family house would be constructed towards the rear of the property. Access would be provided by a shared driveway, sixteen feet in width.

Special Permit Criteria

- a. Section VI-C of the Newburyport Zoning Ordinance states that the Planning Board may grant a Special Permit for more than one residential structure on one lot pursuant to Sections X-H.7 and X-H.8 of the ordinance. Such special permit may include reasonable conditions, including but not limited to, the provision of adequate ways furnished access and parking to each building, in the same manner as otherwise required for lots within a subdivision.
- b. Per Sections X-H.7 and X-H.8, before granting an application for a special permit, the Board, with due regard to the nature and condition of all adjacent structures and uses, and the district within which the same is located, shall find that the following general conditions to be fulfilled:
 1. The existing two-family use (Use 1-C2) is listed in the table of use regulations. The proposed reconfiguration of the two-family use upon the property requires a special permit pursuant to Section VI-C.
 2. The requested use is essential and/or desirable to the public convenience or welfare.
 3. The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.
 4. The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.
 5. Any special regulations for the use, set forth in the special permit table are fulfilled.
 6. The proposed use will not impair the integrity or character of the district or adjoining districts nor be detrimental to the health or welfare.
 7. The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.
 8. The proposed use is in harmony with the purpose and intent of this ordinance.
 9. The proposed use shall not be conducted in a manner so as to create any dangerous, noxious, injurious or otherwise uncomfortable fire, explosion, radioactive or other hazard, noise or vibration, smoke, dust, odor or any form of environmental pollution.

Specific Findings

1. The subject property lends itself to this form of development due to its size, shape and lack of other structures on two property lines.
2. The Board finds the proposed renovations to the existing Green's Revival home to be in keeping with the character of the neighborhood, based on review made by the Newburyport Historical Commission.

3. The applicant will grant to the City of Newburyport Historical Commission a permanent Historic Preservation Restriction on the existing Creek Rivet home.
4. The proposed "No Out Zone" sufficiently mitigates the visual impact of an additional residence on the lot.
5. The addition of a stormwater management system and installation of porous pavers along the driveway will improve the rate and volume of runoff from the site to North Adams Street following redevelopment.
6. The Board finds adequate public benefit in the proposal primarily derived from the preservation of the existing residential structure.

DECISION

In view of the foregoing, the Planning Board hereby decides that the proposed project meets all "require" criteria of the Newburyport Zoning Ordinance. It is therefore decided to grant a Special Permit in accordance with the terms and conditions stated below.

General Conditions

1. The applicant shall file this Special Permit Decision with the Southern Essex County Registry of Deeds or registry of the Land Court if registered land and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for a Building Permit. The final site construction plans shall also make reference to the decision date and conditions of approval. This Special Permit shall run with the land and be binding on all future owners of the property.
2. Prior to the granting of a Building Permit, the applicant shall submit the written certification of a registered Architect or Civil Engineer to the Building Commissioner that the project will be constructed in accordance with the approved plans and conditions.
3. No building permit shall be issued unless all public utilities have been reviewed and approved by the respective utility departments and that the proposed utilities will be installed in accordance with plans submitted with the application.
4. Record plans stamped by a professional engineer showing new construction, relocation or expansion shall be submitted to the Building Commissioner and the Planning Director. Said plans shall contain a certification, made by a registered architect or civil engineer, that what was constructed is consistent with approved plans and conditions set forth by the Planning Board as part of this Special Permit.
5. The Planning Board requires the developer to submit all drawings and plans in a computer aided drafting (CAD) format. Specific file format shall be DXF unless otherwise determined by the Planning Office.
6. All design and construction of all water utilities must meet Federal, State and Local standards and the latest version of Newburyport Water Works Construction Guidelines and Construction Policies, which is available at the Water Works Office (in City Hall). Contractors are prohibited from opening or connecting to any part of the drinking water system without written authorization and field oversight by the Water Works Department.
7. All design and construction of all sewer utilities must meet Federal, State and Local standards and the latest version of Newburyport Sewer Department Construction Guidelines and Construction Policies, which are available at the Sewer Plant located on Water St. Contractors are prohibited from operating on

connecting to any part of the existing sewer system without written authorization and field oversight by the Sewer Department.

Specific Conditions

1. The project shall be developed in accordance with plans and materials referenced above. Any subsequent changes to the configuration, footprint or height of any of the existing or proposed permanent structures on the lot shall require an amendment to this Special Permit, this approval having been based on a review of the buildings and lots as presented at the public hearing.
2. The finished first floor elevation of the rear residence shall not exceed 520 feet above the benchmark noted on the plan.
3. The applicant shall enter into a Preservation Restriction Agreement, pursuant to G.L.c. 184 s. 11-12, with the Newburyport Historical Commission to preserve the existing Greek Revival home. The developer shall submit evidence with an application for a building permit that a draft preservation restriction and inventory form has been submitted to the Massachusetts Historical Commission for review. MHC approval shall be obtained and the final preservation restriction recorded prior to issuance of an occupancy permit on the rear structure.
4. The developer shall submit a revised landscaping plan with the following notes or changes requested by the Board and agreed to by the applicant's representatives at the 2/26/08 public hearing:
 - i. Trees required by approved construction, existing or less than 4 inches in caliper shall not be removed from the site.
 - ii. At the rear of the site, the No Cut Zone shall be increased from 10' to 25' in width. The plantings in this area shall be augmented with 3 additional native deciduous trees, 2.5" - 3" in caliper.
 - iii. Proposed Canadian Hemlock Evergreen Trees shall be a minimum of 8 feet in height.
 - iv. The fence between the subject property and the Knight property shall be a maximum of 6 feet in height.
5. Before any site disturbance, the developer and construction manager shall meet with the Planning Commissioner and Planning Director to review construction documents for consistency with the plans incorporated herein and this approval.
6. Prior to the commencement of any construction activity, the No Cut Zones and Limit of Work shall be clearly delineated with permanent markers. Existing vegetation in the No Cut areas shown on the plans shall not be removed, with the exception of invasive species to be removed at the time of construction. These include Norway Spruce, Sugar Maple, and several Norway Maples of less than 4" caliper. The developer shall also transplant existing plant materials to the rear of the property, including Roundleaved, Mountain Laurel, Azalea, as depicted on the landscaping plan. Fast landscaping materials shall be replaced in kind as they expire naturally.
7. Any change to the Site Plan or Landscaping Plan affecting the No Cut Zones, trees to be preserved on the street or driveway areas shall not be permitted or undertaken without review and approval of the office of Newburyport Planning Board.
8. The rear residence shall include a sprinkler system to NFPA 13R standards, as per the Newburyport Fire Department.
9. Exterior lighting installed on the residences or garages shall not spill onto adjacent properties.

Newburyport Planning Board
Address: 36 North Johnson Street

Section 93C Small Format Decision
File No. 2008

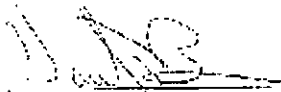
10. Prior to issuance of a building permit, the Planning Director shall review and approve any
Covenants in Documents and Declaration of Covenants or Restriction.
11. An occupancy permit shall not be issued on this rear unit until the proposed renovations to the existing
structure are completed.

DATE OF FILING OF DECISION _____

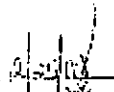
Filed with the Newburyport City Clerk on: 7/23/2008

A copy sent registered mail to the applicant, and notice sent by regular mail to the Parties in Interest and the abutting
municipalities.

SIGNATURE OF THE BOARD _____



Daniel Downie, Chair, Newburyport Planning Board



NOTICE OF APPELLATE RIGHTS _____

Appeals shall be made pursuant to M.G.L. Chapter 40A, Section 17 and filed within twenty (20) days after the date
of filing this decision in the office of City Clerk.

Newburyport Planning Board
Address: 35 North Atlantic Street

Section VI-C Special Permit Decision
File No. SP-07

CITY OF NEWBURYPORT PLANNING BOARD
RECORD OF PROCEEDINGS AND DECISION FOR SECTION VI-C SPECIAL PERMIT

Continuation of the City Clerk's _____, City Clerk of the City of Newburyport, hereby
certify pursuant to M.G.L. Chapter 40A, Section 7, that the decision for the property known as

35 North Atlantic Street

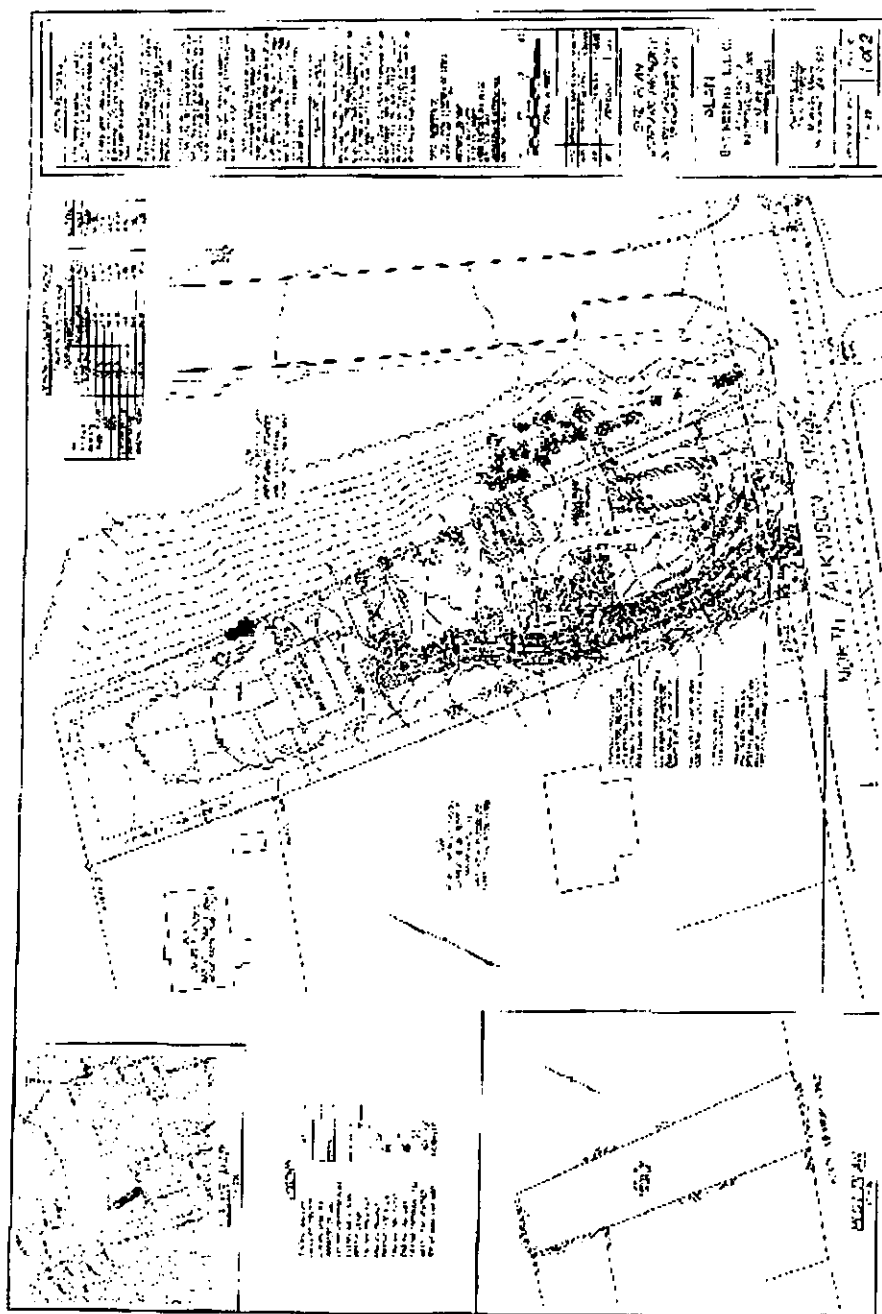
was filed in the Office of the City Clerk on 2/20/2008

This decision was last filed in the Office of Planning and Development on 2/20/2008

And that twenty days have elapsed after the decision was filed and NO APPEAL has been filed. Appeals shall be
made pursuant to M.G.L. Chapter 40A, Section 17 and made within twenty (20) days after the date of filing of this
decision in the Office of the City Clerk.

Newburyport City Clerk _____

_____ Date



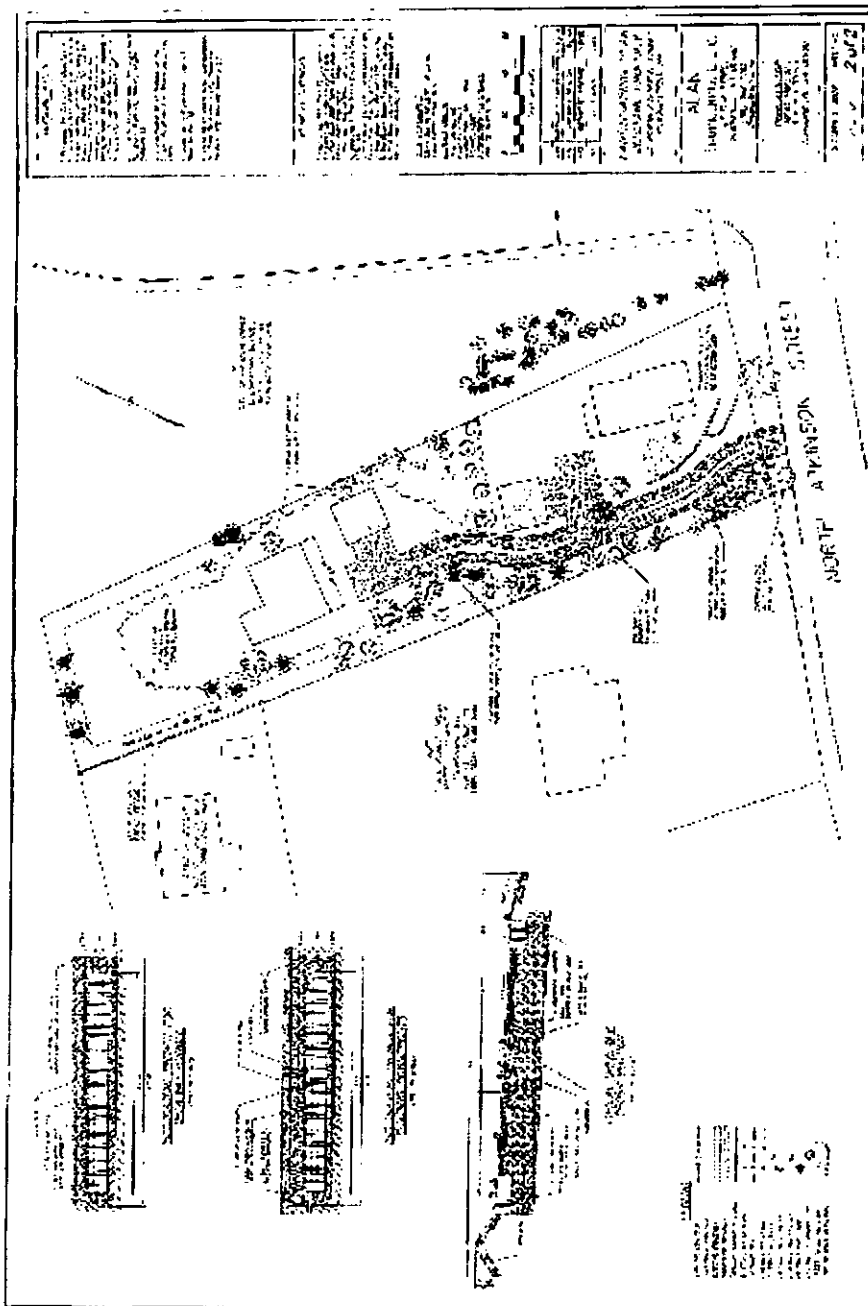
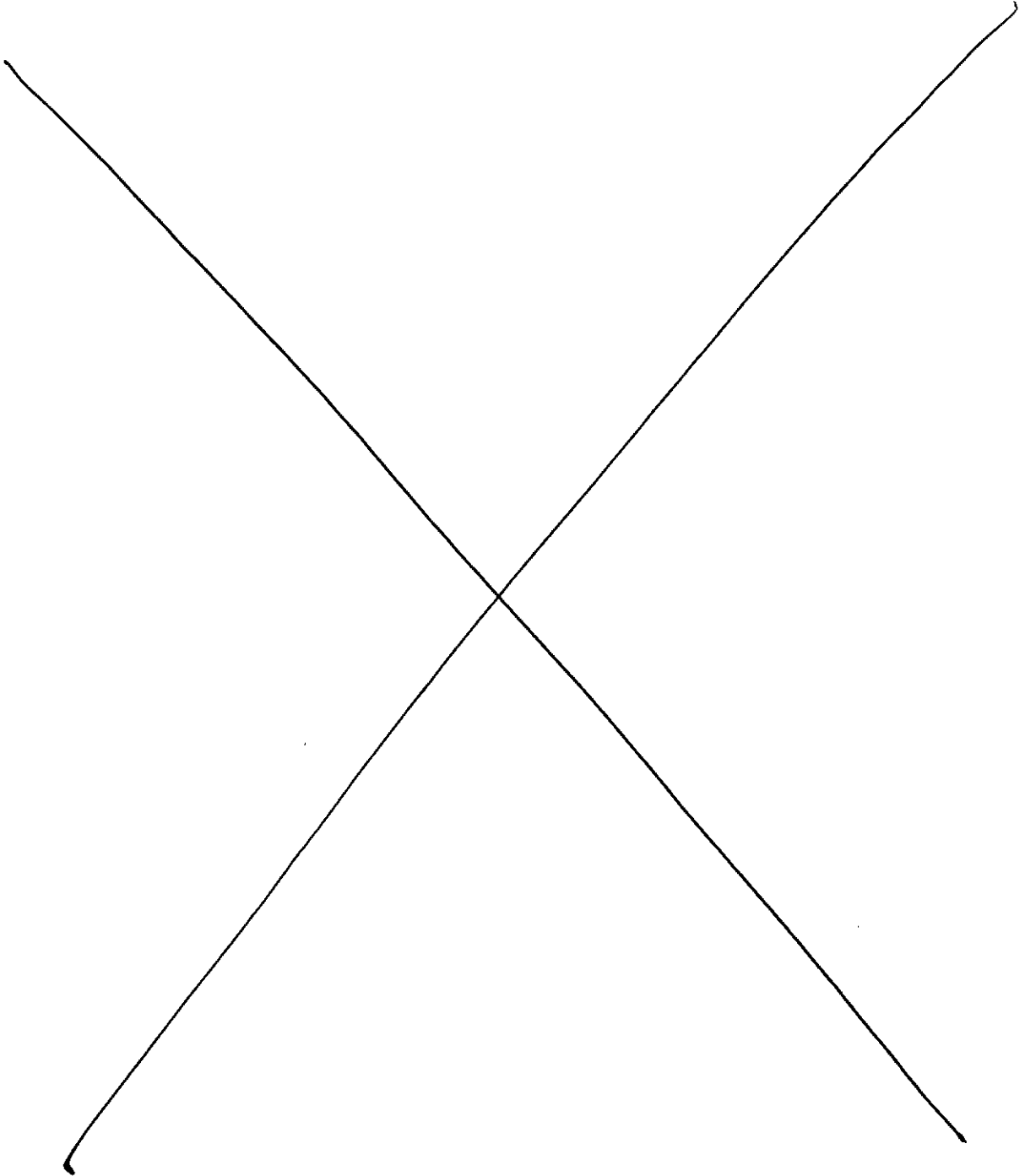


EXHIBIT F

Restriction Guidelines – Attached



RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the Preservation Restriction, which deals with alterations to the Premises. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the Premises owner.

PAINT

Minor – Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor – Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting and repair.

Major – Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor – Repair of existing systems.

Major – Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

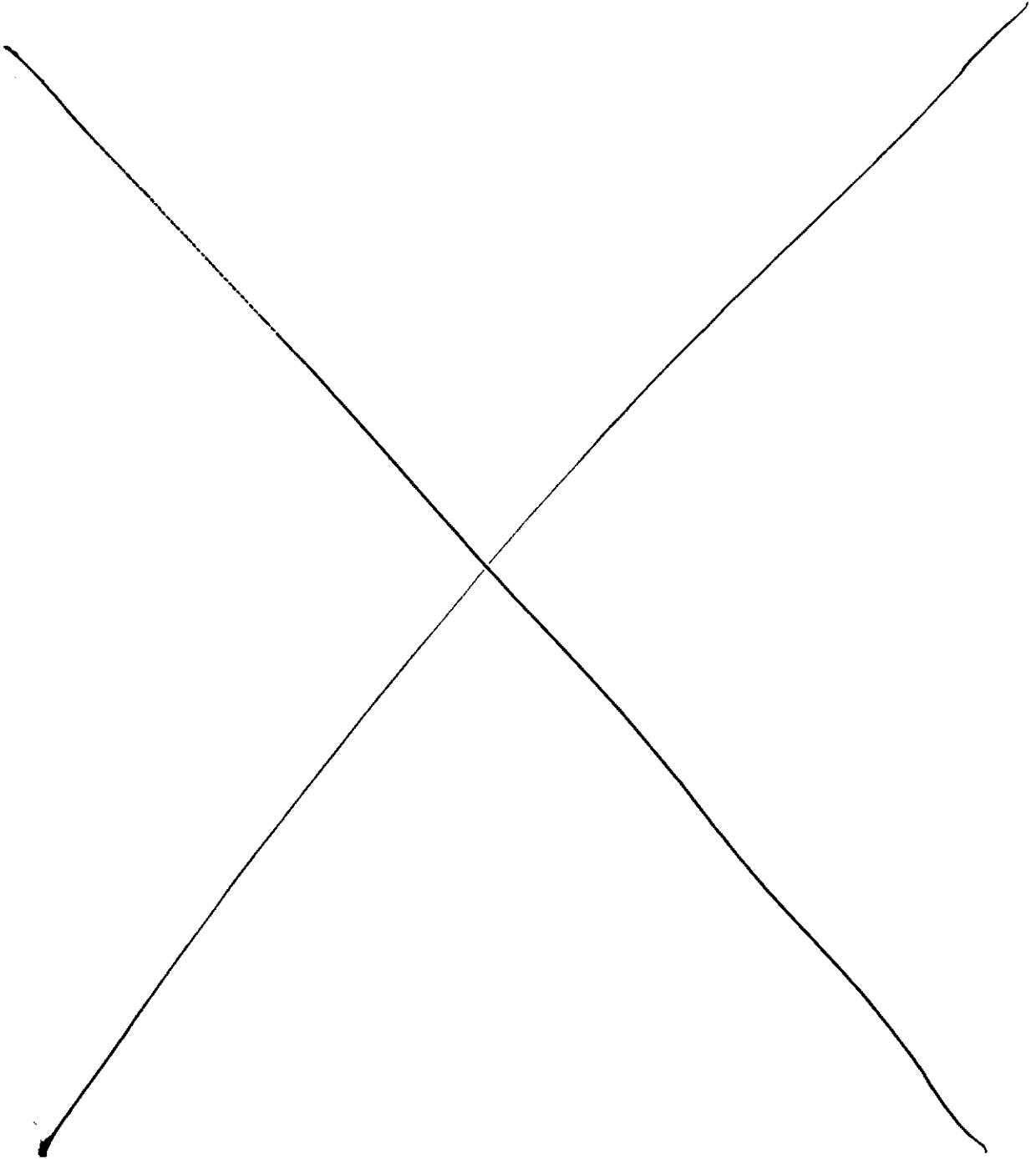
Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the Premise assessed.

It is the responsibility of the Premises owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. GRANTEE will attempt to work with Premises owners to develop mutually satisfactory solutions which are in the best interests of the Premises.

EXHIBIT G

Mortgage Subordination – Attached



SUBORDINATION OF MORTGAGE AGREEMENT

The Institution for Savings in Newburyport and Its Vicinity (the "Bank"), a banking corporation duly organized by law and having a usual place of business at 93 State Street, Newburyport, Massachusetts 01950, holder of:

1. A Mortgage, encumbering property known as and numbered 36 North Atkinson Street, Unit A, 36 North Atkinson Street Condominium, Newburyport, Massachusetts, more particularly described therein, from Richard C. Batten, Jr. and Patricia A.M. Batten, to the Bank, dated November 10, 2010 and recorded with the Essex County, Southern District Registry of Deeds (the "Registry") in Book 29958, Page 172 (the "Batten Mortgage"), and
2. A Mortgage, encumbering the mortgagor's right, title, and interest in the 36 North Atkinson Street Condominium, more particularly described therein, from Janet Morris (f/k/a/ Janet Moreland) to the Bank, dated May 10, 2013 and recorded with the Registry in Book 32455, Page 590 (the "Morris Mortgage")

hereby agrees that the Batten Mortgage and the Morris Mortgage shall be subject to and subordinate to the Preservation Restriction Agreement between Janet L. Morris, f/k/a Janet L. Moreland, Richard C. Batten, Jr. and Patricia A.M. Batten, as Grantors, and the City of Newburyport, Massachusetts by and through the Newburyport Historical Commission, as Grantee, to be recorded herewith, with the same force and effect as if said Preservation Restriction Agreement had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Batten Mortgage and had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Morris Mortgage.

WITNESS the execution hereof under seal this 14 day of May, 2013.

Signed in the presence of:

[Signature]
Institution for Savings in Newburyport and Its
Vicinity

[Signature]
Witness

By: *[Signature]*
By: Lawrence R Hunter
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 14th day of May, 2013, before me, the undersigned notary public,
personally appeared Lawrence Hunter, proved to me through satisfactory evidence of
identification to be the person whose name is signed on the preceding document, and
acknowledge to me that it was signed voluntarily for its stated purpose, as SVP of
Institution for Savings.

[Signature]
Notary Public

My commission expires:

