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Locus. 41-43 Cliff Road, Gloucester, MA 01930

Brier Cliff By the Beach Condominium  
MASTER DEED

Andrew M. Knott and Jayne Fifield Knott (the "Declarant" or "Grantor"), of Gloucester, Essex County, Massachusetts, being the sole owners of a certain Premises located in Gloucester, Essex County, Massachusetts, known and numbered as 41-43 Cliff Road, and further described in Exhibit A (the "Premises"), by executing and recording this Master Deed, do hereby submit the Premises to the provisions of M.G.L. c. 183A and propose to create, and do create, a condominium (the "Condominium") to be governed by and subject to the provisions of M.G.L. c. 183A, as amended, and, to that end, hereby declares and provides as follows:

- 1. Name: The name of the Condominium shall be the "Brier Cliff by the Beach Condominium."
- 2. Condominium Trust: The organization through which the owner of the Units will manage and regulate the Condominium established hereby is the Brier Cliff by the Beach Condominium Trust, under Declaration of Trust of even date and recorded herewith (the "Condominium Trust"). The Condominium Trust establishes an organization of which the owner of the Units shall be members and, in which such owner shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Elements of the Condominium to which he is entitled under this Master Deed. The name and address of the original Trustee (the "Trustee") of the Condominium Trust is as follows:

Andrew M. Knott, Trustee  
c/o Seaside Legal Solutions, P.C.  
PO Box 1172, Gloucester, MA 01931

The mailing address of the Condominium Trust is:

Brier Cliff by the Beach Condominium Trust  
c/o Seaside Legal Solutions, P.C.  
PO Box 1172, Gloucester, MA 01931

The By-laws, which are hereby enacted, pursuant to which the Owner shall manage and regulate the Condominium (the "By-laws"), are set forth in the Condominium Trust pursuant to and in accordance with provisions of Chapter 183A. The term "Trustee" as hereinafter used shall be deemed to include the successor in trust to the original Trustee and to mean the Trustee or Trustees for the time being under Article III of the Condominium Trust.

- 3. Phasing: This is a phased condominium with multiple future phases, namely, the construction of up to three buildings, reconfiguring of existing units, and creation of additional units for up to a total of six units within the Condominium.

- 4. Plans: Simultaneously with the recording hereof, there has been recorded a floor plan drawn by Seger Architects, Inc., bearing the verified statement of John A. Seger as required by M.G.L. c. 183A § 8. This

section and accompanying plans will be amended from time to time if and to the extent that future phases are created as set forth elsewhere herein. *Plan dated October 21, 2019.*

**5. Description of the Land:** The land on which the buildings and improvements (if any) are located is more particularly described in Exhibit A, which is attached hereto and made a part hereof. The Premises remain subject to and benefitted by all easements, restrictions, encumbrances, and other matters of record.

**6. Designation of the Units:**

- a. **Units:** The Condominium contains one single-level unit (hereinafter along with any additional units constructed in future phases, the "Unit" or "Units").
- b. **Designation:** The designation of each Unit comprising the Condominium, a statement of its location, approximate area, immediate Common Areas to which it has access, and its proportionate interest in the common elements of the Condominium are set forth in Exhibit B, which is attached hereto and made a part hereof.
- c. **Description:** The Condominium consists of a single structure containing the single Unit.
- d. **Determination of Percentage Interest:** The undivided percentage interest of the respective Units in the Common Elements appurtenant to each Unit has been determined on the basis of the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units. Each Unit Owner, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's Common Element interest. Initial assessments shall occur upon the conveyance of the first Unit. Voting rights shall be proportionate to common element interest.
- e. **Utility Lines & Equipment:** Each Unit includes the ownership of all utility lines, heating, plumbing, electrical and other apparatus and other equipment which are included within the bounds of the Unit and exclusively serve the Unit.
- f. **Access:** The owners of each Unit shall have the right as appurtenant to their Unit, to use, in common with the owners of the other Unit(s), the areas identified the site plan and/or the floor plans as Common Elements, subject to any exclusive use easements thereon.
- g. **Trustees' Right of Access:** The Trustees of the Condominium Trust have a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit owner has failed to perform or for other purposes as set forth in M.G.L. c. 183A § 4(2), as amended from time to time.
- h. **Exclusive Easements to Common Elements:** All exclusive easements appurtenant to a Unit shall be conveyed only with a Unit to which the said easement is appurtenant and shall not be severable from such Unit.
- i. **Boundaries:** The boundaries of each of the Units with respect to the floors, ceilings, and walls thereof, if and when constructed, are as follows: N/A (currently no buildings)
- j. **Restrictions:** The use of the Units shall be subject to the provisions of this Master Deed, the Condominium Trust and Bylaws, rules and regulations promulgated thereunder, and Chapter 183A.



**7. Description of Common Elements:** The common areas and facilities of the Condominium (the "Common Elements") shall consist of the following:

- a. **Land:** The land described in Section 5 above and Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force and applicable.
- b. **Facilities:** The yard, lawns, gardens and other improved or unimproved areas not within the Units, including all improvements thereto, equipment and fixtures therein, and other features and facilities thereof; provided, however, that each Unit shall have appurtenant thereto, certain exclusive easements to the Common Elements as may have been granted or reserved as hereinafter set forth in Section 8.
- c. **Other:** Such additional common areas and facilities as may be defined in M.G.L. c. 183A.
- d. **Percentage Interest:** As appurtenant to each Unit is an undivided percentage interest in the common elements in the percentages shown on Exhibit B.
- e. **Trustees' Right of Access:** The Trustees and any other persons authorized by the Trustees shall have and are hereby granted the right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purposes of reconstruction, inspection, protection, maintenance, repair and replacement of the common elements and correction, termination and removal of conditions that interfere with the use of or operation of the Common Elements, or are otherwise contrary to or in violation of provisions contained in this Master Deed or in the Bylaws or any rules or regulations promulgated thereunder. In case of emergency, such right of access shall be immediate whether the Unit Owner is present at the time or not.
- f. **Restrictions:** The use of the Common Elements shall be subject to the provisions of this Master Deed, the Condominium Trust and Bylaws, rules and regulations promulgated thereunder, and Chapter 183A.

**8. Exclusive Use Areas:** Each Unit shall have the exclusive right and easement to use that portion of the Common Elements identified as Exclusive Use Area(s) on the site plan.

Notwithstanding the above with respect to Exclusive Use Areas, any utility or other systems serving all Units shall be a Common Element and the upkeep, maintenance and repair of the same shall be a common expense. In addition, notwithstanding anything to the contrary contained herein regarding exclusive rights and easements appurtenant to a Unit for the exclusive use of a Unit, each other Unit Owner shall be entitled to pass upon any Exclusive Use Area(s) for the purposes of maintenance, upkeep and repair of such Common Elements or, if necessary, for the purposes of maintenance, upkeep, and repair of a Unit. The repair and maintenance of Common Elements designated as Exclusive Use Areas shall not be a common expense of the condominium but shall be the sole expense of the Unit Owner to which the Exclusive Use Area belongs except in the case of damage caused solely by the negligence or recklessness of the other Unit Owner (or their agent / guest), in which case such expense shall be assessed against the offending Unit Owner's Unit. If, for any reason, condominium funds are expended in repairing or maintaining an Exclusive Use Area, a special assessment shall be levied against the Unit to which the Exclusive Use Area belongs except as aforesaid in this Section.

9. Use of Common Elements and Units: Subject to the restrictions on use in Section 10 herein, the purposes for which Units and the Common Elements may be used are the residential uses allowable in the City of Gloucester Zoning Ordinances in effect on the date of the recording of this Master Deed, or as may be amended from time to time, unless otherwise permitted by instrument in writing duly executed by 100% of the Trustees of the Condominium Trust, pursuant to provisions of the By-Laws thereof.

10. Restrictions on Use: Unless otherwise permitted in writing executed by 100% of the Trustees, the Common Elements and the Units shall be subject to the following restrictions on use:

- a. No Unit shall be used for any purpose prohibited by any law, rule, regulation, or ordinance of any federal, state, or local government authority, or by any order or decree of any court having jurisdiction over the land, the structure, or the Condominium.
- b. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Condominium Trust and regulations adopted thereto, or of Chapter 183A regulations.
- c. No Unit Owner shall do, or allow to be done, any act within his Unit or Exclusive Use Area(s) that will interfere with the rights, privileges, and conveniences of any other occupant or that will conflict with any insurance policy covering any part of the Condominium or the regulation of any government authority.
- d. The use of a Unit shall be limited to occupancy by not more than one (1) family unit or not more than 3 unrelated persons.
- e. No Unit Owner shall cause or permit any disturbing noises or objectionable odors to be produced or emanate from his Unit or the Common Elements.
- f. Unit Owners may keep up to two domestic pets whose total weight does not exceed 50 pounds, provided that they shall indemnify and hold the Condominium Trust, the Trustees, the Condominium Managing Agent, the other Unit Owners and Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets permitted hereunder shall be licensed and inoculated as required by law. No pets shall be of any breed that would jeopardize the Trustees' ability to obtain or otherwise significantly increase the cost of a master insurance policy.
- g. Each Unit owner will be subject to all rights and duties appertaining to owners under the Master Deed, Declaration of Trust, By-Laws, and rules and regulations promulgated pursuant thereto as such rules and regulations apply to the use and maintenance of Common Elements.
- h. There shall be no restriction upon any Unit owner's right of ingress and egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.
- i. All leases or rental agreements for Units shall be in writing, for an initial term of no less than and no more than one year, and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. Additionally, before any such Lease may be renewed for any length of time beyond the initial term, 100% of the other Unit Owners must provide written consent, which consent shall not be unreasonably withheld.



Said restrictions shall be for the benefit of the owners of all Units and the Trustees of the Condominium Trust as Trustees for the common areas and facilities and shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof.

**11. Amendment of Master Deed:**

a. This Master Deed may be amended by an instrument in writing (i) if signed by sixty-six percent (66%) of the Unit Owners and all of the Trustees; and (ii) if duly recorded at the Southern Essex District Registry of Deeds, provided, however, that:

i. The date on which any instrument is first signed by an owner of a Unit 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 months after such date;

ii. No instrument of amendment that alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;

iii. No instrument of amendment that alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by the owners of all affected Units;

iv. No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon initially held by a bank or insurance company as defined in Chapter 183A thereof shall be of any force or effect unless same has been assented to by the holder(s) of that mortgage;

v. No instrument of amendment that alters this Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect; and

vi. No amendment that eliminates, impairs, or otherwise adversely affects any rights special to the Declarant or affecting any Unit upon which there is a first mortgage now owned by the Declarant, its heirs or assigns, which adversely affect the lien of any such mortgage, shall be of any force or effect unless the same shall have been assented to by the Declarant and its Mortgagee.

b. Notwithstanding anything herein contained to the contrary, the Declarant reserves and grants to the first grantees of the Units, the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed or the Declaration of Trust into

compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust; or (v) to update the Master Deed or Declaration of Trust to reflect completion of the future Phases.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted hereunder shall be automatically assigned by Declarant to the Board of Trustees of the Brier Cliff at the Beach Condominium Trust at such time as all units have been sold to a third party, except any and all rights reasonably necessary to complete the Second Phase as contemplated below, which shall survive until Unit 4 is completed and sold.

To the extent necessary to qualify the Units of the Condominium for Unit mortgages under then prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the provisions of the following shall apply notwithstanding any other provisions of this Master Deed. Unless all of the first mortgagees of Units (based on one vote for each mortgage owned) have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

- i. Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or Common Elements, or in subsection (b) above, unless all of the first mortgagees holding mortgages on the individual Units have given their prior written approval, no Unit Owner acting as Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:
  - 1) By act or omission, seek to abandon or terminate the Condominium;
  - 2) Change the pro rata interest or obligations of any individual Unit for the purposes 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 Unit in the common elements;
  - 3) Partition or subdivide any Unit;
  - 4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that 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 any prior approval of a mortgage shall be required under this Subsection;
  - 5) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium.



- ii. 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 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 as permitted by Massachusetts General Laws, Chapter 183A.
- iii. In no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common elements of the Condominium.
  - a. The Condominium is not to be subject to any proposal or Plan for additions thereto or expansion thereof except as may be set forth in this Master Deed.
  - b. Consistent with the provisions of 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 the Condominium as a whole.
  - c. The Master Deed and the Condominium Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC). All provisions of this Condominium Trust and the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and the Federal National Mortgage Association (FNMA).
  - d. As stated above, the Condominium is planned to be developed as a phased condominium, each Phase of which may include one or more Buildings and Units and land and may include Porches, Decks, Garages, Exterior Parking Spaces and other appurtenances. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom the Declarant specifically assigns its easements and rights set forth in this Section, whether absolutely or by way of security):
    - i. The right and easement (but not the obligation) to construct, erect, and install in such locations throughout the common elements and units as necessary:
      - 1) Additions to existing building(s) (if any) and Units therein;
      - 2) Additional, drainage facilities, driveways, porches, decks, Garages and Garage driveways, Exterior Parking Spaces and parking areas, walks, paths and other amenities and appurtenances;
      - 3) New or additional fences, retaining walls, or decorative barriers or enclosures, and other structures of every character; and
      - 4) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities as may be required by applicable code or at discretion of the Declarant.

ii. The right and easement to enter upon all or any portion of the common areas and facilities, including exclusive use areas, of the Condominium with workers, 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 other such structures and alterations and improvements as necessary to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by this Master Deed and the development of additional common areas and facilities pursuant to the rights reserved or granted in this Master Deed. 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.

iii. The right to unilaterally execute at any time and from time to time, without the need for the consent or signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, and filing with the Southern Essex Registry District of the Land Court, an amendment(s) to this Master Deed which shall contain the following:

- 1) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and facilities and other descriptive specifications of the 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 this Master Deed, and setting forth the new percentage ownership interest for all Units in the common areas and facilities of the Condominium based upon the addition of the such Unit(s). Such percentage ownership shall be calculated in accordance with the Chapter 183A.
- 2) If the boundaries of the Unit(s) being added to the Condominium vary from those described in this Master Deed, the definition of the common areas and facilities contained herein shall be modified, as necessary, with respect to such Unit(s).
- 3) Floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.
- 4) Site plans as necessary.

iv. It is expressly understood and agreed that all Unit owners, and all persons claiming, by, through or under Unit owners, including the holders of any mortgages or other encumbrance with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new Phases to the Condominium and all other amendments made pursuant to this Section 11(v) and the only signature which shall be required on any such amendment is that of the designated Declarant or Unit Owner or its successors or assigns. Any such amendment, when so executed and filed with the Southern Essex Registry District of the Land Court shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who



rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

v. Every owner by the acceptance of a deed to his Unit thereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through, or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the easements and rights granted or reserved under this Section v.

vi. All Units shall be completed sufficiently for the certification of Plans as provided for in Chapter 183A prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.

**12. Encroachments:** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such building stands.

**13. Units Subject to Master Deed, Unit Deed, Declaration of Trust, By-Laws, and/or 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 Unit Deed, the Condominium Declaration of Trust, the By-Laws and/or the Rules and Regulations, as they may be amended from time to time. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the By-Laws and/or Rules and Regulations annexed to the Condominium Declaration of Trust, and the site plan and floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the 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 in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

**14. Provisions for the Protection of Mortgagees:** Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, 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. During such time as this Master Deed or the Condominium Trust includes 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; (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subsections (i) and (ii) above.

- b. Any party who takes title to a Unit through a 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 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 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 as permitted by Massachusetts General Laws, Chapter 183A;
- d. Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses 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. Unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
- i. By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
  - ii. Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
  - iii. Partition or subdivide any Unit; or
  - iv. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of rights otherwise contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or
  - v. Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.
- f. To the extent permitted by law, 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;
- g. In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its



mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

h. An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

- i. Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the 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 written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
- iv. Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- v. Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- vi. Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this Section shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to Condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section 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 Southern Essex District Registry of Deeds in accordance with the requirements of this Master Deed.

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

**16. Waiver:** No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**17. 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.

**18. Conflicts:** This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

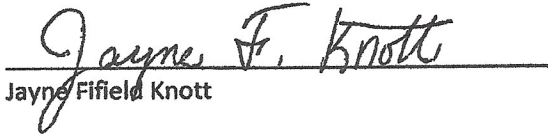
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Signed as a sealed instrument August 22, 2019.



Andrew M. Knott

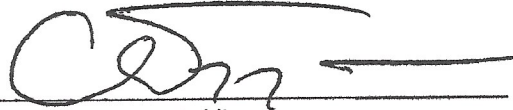


Jayne Fifield Knott

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss.

On August 22, 2019, personally appeared Andrew M. Knott and Jayne Fifield Knott, proved to me through satisfactory evidence of identification, namely, personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Joel Favazza, Notary Public

My commission expires March 4, 2022



**EXHIBIT A**

The land located on the southeasterly side of Thatcher Road, the southwesterly side of Brier Neck Road, and the northerly side of Cliff Road in Gloucester, Essex County, Massachusetts, being more particularly bounded and described as follows:

Beginning on the southeasterly side of Thatcher Road at a stone bound at the northwesterly corner of the premises thence running northeasterly by Thatcher Road 104.07 feet to an iron post; thence continuing along Thatcher Road 126.34 feet to a stone bound at the corner of Brier Neck Road; thence turning and running southeasterly by Brier Neck Road 93.37 feet to a stone bound; thence continuing along Brier Neck Road 75.33 feet to a stone bound; thence running along a curved line at the intersection of Brier Neck Road and Cliff Road 45.10 feet to a stone bound; thence running northwesterly by Cliff Road 138.33 feet to a stone bound; thence turning and running southwesterly by Cliff Road 69.17 feet to a stone bound; thence continuing along Cliff Road 74.94 feet to the southwesterly corner of the premises and land of the Brier Neck Association; thence turning and running northwesterly 86.17 feet to the point of beginning.

Being shown on a plan of land filed with the Southern Essex Registry District of the Land Court as Plan No. 805-O as lots 95B and 95C and described in Certificate of Title No. 84545.

De-registered in Land Court Case 18 SBQ 00805 10 -- 001.



**EXHIBIT B**

Unit 1: Unit 1 occupies the entirety of the existing structure on site. It has one door with direct access outside of the structure.

Unit 1's proportional interest in the common elements of the Condominium is 100%.

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