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HERITAGE PLAZA CONDOMINIUM  
AMENDED AND RESTATED MASTER DEED  
Of the  
HERITAGE PLAZA CONDOMINIUM

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**AMENDED AND RESTATED MASTER DEED**

**Of the**

**HERITAGE PLAZA CONDOMINIUM**

WHEREAS, by Master Deed dated October 8, 1982, and recorded with Essex South District Registry of Deeds in Book 6994, Page 245, Harbortown Development Corp., a Massachusetts corporation with a usual place of business in Marblehead, Massachusetts, as declarant (the "Grantor"), submitted the land in Salem, Essex County, Massachusetts described in said Master Deed together with the buildings and improvements erected thereon (the "Premises") together with all easements, rights and appurtenances belonging thereto, to the provisions of Massachusetts General Laws Chapter 183A ("Chapter 183A"), thereby creating with respect to said Premises the Heritage Plaza Condominium (the "Condominium"), to be governed by and subject to the provisions of Chapter 183A;

WHEREAS the said Master Deed creating Heritage Plaza Condominium has been amended heretofore, including by that certain Special Amendment to Master Deed, dated February 28, 1983, and recorded with said Registry of Deeds in Book 7059, Page 486; and

WHEREAS the undersigned Trustees, being the members of the Board of Trustees of the Heritage Plaza Condominium Trust, under declaration of trust dated October 8, 1982, and recorded with Essex South District Registry of Deeds in Book 6994, Page 214, as amended, have obtained the consent in writing of Unit Owners holding not less than seventy-five percent (75%) of the undivided interest in the common areas and facilities of the Condominium, to amend and restate the Master Deed as provided herein;

NOW, THEREFORE, in consideration of the foregoing, the Master Deed of Heritage Plaza Condominium, as heretofore amended, is hereby amended and restated as follows:

1. NAME OF THE CONDOMINIUM. The name of the Condominium is Heritage Plaza Condominium.
2. DESCRIPTION OF LAND. The land portion of the Premises comprising the Condominium is that certain parcel of land located in Salem, Essex County, Massachusetts, containing approximately 56,102 square feet (the "Land"), and being more particularly described in Exhibit A attached hereto. The Premises are further subject to, and have the benefit of, such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein.
3. DESCRIPTION OF THE BUILDING. The buildings located on the Land (the "Buildings") are three (3) in number. The Buildings are shown as "3 story building 4 dwelling units," "3 story building 8 dwelling units," and "5 story mid-rise building 31 residential dwelling units and 3 office condominium units," (hereinafter referred to as Townhouse No. 1, Townhouse No. 2 and Mid-Rise Building No. 3, respectively) on the site plan referred to in Section 5 below.
  - A. Townhouse No. 1 consists of four (4) residential townhouse units, three stories in height above the basement.
  - B. Townhouse No. 2 consists of eight (8) residential townhouse units, three stories in height above the basement.
  - C. Mid-Rise Building No. 3 consists of thirty-one (31) residential units, five stories in height above the ground floor, and three (3) commercial units ("Commercial Units"), situated on the ground floor, and an elevator that serves said Building from the ground floor.

All Buildings are constructed of poured concrete foundations, with load-bearing masonry walls, pre-cast concrete planks and wooden truss roofs with metal covering.

The residential townhouse units and the residential units contained in Mid-Rise Building No. 3 sometimes are referred to collectively in this Master Deed as the "Residential Units."

4. DESCRIPTION AND BOUNDARIES OF UNITS. The designation of each Unit, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth in Exhibit B attached hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- A. Floors: The plane of the upper surface of the concrete plank floor.
- B. Ceilings: The plane of the lower surface of the ceiling.
- C. Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.
- D. Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface of the door in its entirety, including the frame, jambs, hardware, threshold, flashing, and storm doors, but excluding the exterior molding or trim, if any; and as to windows (including skylights), the exterior surface of the windows in their entirety, including the frame, mullions, muntins, sash, stiles, lights, glass, hardware, flashing and storm windows, but excluding any exterior molding or trim, if any.

Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his/her Unit, provided such use and designation is consistent with all other provisions of this Master Deed.

5. FLOOR PLANS AND SITE PLANS. The floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, stating the name of the Building and bearing the verified statement of a registered architect, engineer or land surveyor, certifying that the plans fully and accurately depict the same, as built, are recorded with the Essex South District Registry of Deeds (the "Registry of Deeds") in Plan Book 174, Plan 73, and consist of five (5) sheets (the "Plans"). Also recorded with the Registry of Deeds, in Plan Book 174, Plan 73, is a site plan of the Condominium (the "Site Plan") that consists of one sheet, and bears the verified statement of a registered architect or land surveyor, certifying that the Buildings are located on the ground as shown on said Site Plan.

6. ORGANIZATION OF UNIT OWNERS. The entity through which the Unit Owners manage and regulate the Condominium, established in and by the Master Deed, is the Heritage Plaza Condominium Trust (the "Trust" or the "Condominium Trust"), under Declaration of Trust dated October 8, 1982, and recorded with the Registry of Deeds in Book 6994, Page 214, as amended (the "Declaration of Trust"). Said Declaration of Trust establishes a membership organization of which all Unit Owners are and shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities (the "Common Areas and Facilities" or the "Common Elements") to which they are entitled hereunder. The current mailing address of the Trust is as follows: Heritage Plaza Condominium Trust, c/o Markwood Management, P.O. Box 900, Marblehead, MA 01945.

The Trustees have enacted By-Laws which are set forth in said Declaration of Trust pursuant to and in accordance with the provisions of Chapter 183A, and references herein to the "Declaration of Trust" shall be deemed to include reference to the By-Laws contained therein, whether or not expressly stated. (The term "Trustees" as hereinafter used shall be deemed to include successors in trust of the original trustee and to mean the trustees for the time being under of the Trust under the Declaration of Trust and any additional trustees hereafter.)

7. UNIT APPURTENANCES. A. Each Unit Owner shall have an easement in common with the Unit Owners of all other Units, as appurtenant to his/her Unit, to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in any of the other Units or in the Common Elements of the Condominium and serving his or her Unit, and each Unit shall be subject to such easement in common in favor of the Unit Owners of all other Units. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit and such Common Elements as to which a Unit or Units has a right of exclusive use (such exclusive use areas sometimes being referred to hereafter as "Limited Common Elements"), at reasonable times and upon reasonable notice, except in emergencies, for the purposes of (1) making inspections of the Common Elements or any Unit; (2) correcting any conditions originating in any Unit or Limited Common Elements, or threatening another Unit or the

Common Element(s) or adversely affecting the common expenses of the Trust; (3) maintaining, repairing, and/or replacing any of the Common Elements contained therein or elsewhere in the Buildings; (4) removing or rectifying any violations of the requirements set forth in, or for any other purpose permitted by, the Master Deed, the Declaration of Trust, the By-Laws, or any rules and regulations promulgated pursuant thereto, all as they may be amended from time to time; or (5) exercising any other rights or meeting any other obligations of the Trust. In case of an emergency or in such case as a Unit Owner fails to cooperate with the Trustee(s) after notice as aforesaid, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not. Any cost or expense incurred by the Trustees hereunder may be charged to the Unit Owner of the subject Unit as a common charge. In furtherance hereof, the Trustees may (but shall not be obligated to) require that each Unit Owner shall provide to the Trustee(s) duplicate keys to all locks upon every means of access to a Unit.

B. Parking Space Easements.

(i) There shall be appurtenant to each Unit at all times, an easement for the exclusive use of one (1) parking space in the parking area on the Premises. The parking space easements include, without limitation, those parking space easements which were designated by the Grantor of the Condominium in the initial unit deed of each Unit or in a separate instrument recorded with the Registry of Deeds.

(ii) Unit Owners may also acquire, to the extent then available, an easement for the exclusive use of an additional parking space or spaces in the parking area on the Premises ("Additional Parking Space(s)"), which Additional Parking Space(s) shall be appurtenant to the Unit of such Unit Owner.

(iii) If, at any time, a Unit Owner owns more than one parking space easement as appurtenant to a Unit, all such parking space easements, including the one parking space easement provided for in Section 7(B)(1) above, shall be deemed Additional Parking Space(s). Such Unit Owner shall have the right to assign, grant, or convey (hereinafter, "assign") any such Additional Parking Space(s) to another Unit Owner, as appurtenant to such other owner's Unit, or to the Condominium Trust, provided that such assigning Unit Owner retains no less than one (1) parking space easement as appurtenant to that Unit and, in making such assignment, otherwise complies with the requirements and

restrictions governing parking space easements contained in this Master Deed, in the Declaration of Trust, and in the Rules and Regulations.

(iv) Notwithstanding the foregoing right of Unit Owners to acquire Additional Parking Spaces, (i) the number of parking space easements that may be appurtenant to a commercial Unit, at any time, shall not exceed a total of five (5) parking space easements; and (ii) the number of parking space easements that may be appurtenant to a residential Unit, at any time, shall not exceed a total of three (3) parking space easements.

(v) Each parking space shall be used only for the parking of one (1) vehicle, unless otherwise approved in writing by the Trustees, and the use thereof shall be subject to such Rules and Regulations as may be adopted by the Trustees, from time to time pursuant to the By-Laws. The location and the length and width dimensions of each parking space are set forth in the Site Plan.

(vi) The Unit Owner of the Unit to which a parking space easement is appurtenant shall have the responsibility to maintain that parking space free of debris and of oil or other fluid leaks, at such owner's expense.

C. Deck/Patio. There shall be appurtenant to each Unit an easement for the exclusive use of the deck or patio, as the case may be, adjacent to said Unit. The exclusive use decks and patios are shown on the recorded Plans of the Condominium.

The Unit Owner of each Unit shall have the responsibility to maintain the deck or patio that is appurtenant to his or her Unit in a reasonably clean condition, and free of debris, at such owner's expense.

D. Storage Lockers. (i) There shall be appurtenant to each Unit an easement for the exclusive use of one (1) storage locker as set forth in the Plans of the Condominium. The storage locker easement appurtenant to each Unit, as aforesaid, shall bear the Unit designation.

(ii) Unit Owners may also acquire, to the extent then available, an easement for the exclusive use of an additional storage locker or lockers in the locker area on the Premises ("Additional Storage Locker(s)"), which Additional Storage Locker(s) shall be appurtenant to such Unit Owner's Unit.

(iii) If, at any time, a Unit Owner owns more than one storage locker easement as appurtenant to a Unit, all such storage locker easements shall be deemed Additional



Storage Locker(s). Such Unit Owner shall have the right to assign any such Additional Storage Locker(s) to another Unit Owner, as appurtenant to his or her Unit, or to the Condominium Trust, provided that such assigning Unit Owner retains no less than one (1) storage locker easement as appurtenant to that Unit and, in making such assignment, otherwise complies with the requirements and restrictions governing storage lockers contained in this Master Deed, in the By-Laws, and in the Rules and Regulations.

(iv) Notwithstanding the foregoing right of Unit Owners to acquire Additional Storage Locker(s), the number of storage locker easements that may be appurtenant to a Unit, at any time, shall not exceed a total of three (3) storage locker easements.

(v) The Unit Owner of the Unit to which a storage locker is appurtenant shall have the responsibility to maintain that storage locker in a reasonably clean condition, free of debris and any flammable materials, and shall be responsible for providing a lock or other security for such storage locker, at such owner's expense.

The parking spaces, decks and patios, and storage lockers described in Sub-Sections 7(B), 7(C), and 7(D), respectively, are Limited Common Elements of the Condominium, subject to the rights of exclusive use thereof and obligations thereon, as provided for in this Master Deed and in the Declaration of Trust.

E. Commercial Unit HVAC Equipment Pads. Each Commercial Unit shall have a right of exclusive use of the concrete pad located in the Common Elements outside the building containing such Unit, for the placement thereon solely of such Unit's heating-ventilating-air conditioning ("HVAC") equipment. The Unit Owner of the Commercial Unit to which such right is appurtenant shall have the responsibility to maintain such concrete pad in good order and repair, free of debris and of oil or other fluid leaks, at such owner's expense. The Unit Owner shall not relocate such concrete pad, or any HVAC equipment thereon, upon the Common Elements without the prior written consent of the Trustees. The HVAC equipment shall be part of the Commercial Unit which it serves and shall be maintained, repaired, and replaced by the Unit Owner of such Commercial Unit, at such owner's expense, and in compliance with all applicable provisions of the Master Deed, Declaration of Trust, and the Rules and Regulations.

8. COMMON AREAS AND FACILITIES. Except for the Units and any other property which is expressly excluded from common areas and facilities herein, the entire

remaining Premises, including, without limitation, all parts of the Buildings as defined in Section 3 and the improvements thereon, shall constitute the Common Areas and Facilities (also referred to herein as the "Common Elements") of the Condominium. The Common Areas and Facilities specifically include, without limitation, the following:

A. The Land described in Exhibit A hereto, together with the benefit of, and subject to, all rights, easements, reservations, conditions, restrictions, and agreements of record so far as the same may be in force and applicable;

B. The foundations, structural columns, beams, supports, those portions of exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and entrances and exits to and from the Building, and common walls within the Building;

C. The entrance vestibule and lobbies, upper lobby, custodial areas, electrical and heater rooms, storage areas, men's and women's toilet and sauna, community room, halls and corridors, stairways, existing chimneys (provided, however, that in any Unit having a fireplace which exclusively serves such Unit, such fireplace and any fireplace flue exclusively serving such Unit shall be property of the owner of the Unit), and the exterior parking area, and fire extinguishers and other facilities located in the aforementioned areas;

D. Installations for central and/or common services such as power, light, telephone, closed circuit television, television antenna systems, gas and hot and cold water, and other utilities, including all equipment except for those certain portions of electrical wiring which are the property of the Unit Owner as set forth in Section 8(F) hereof;

E. All conduits, ducts, plumbing, flues and other facilities for the furnishing of utility services or waste removal and all such facilities contained within any Unit which serve parts of the Building other than or in addition to the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;

F. All wiring except that the wiring which runs from the electrical panel board located in and serving each Unit and which exclusively serves such Unit shall be the property of the owner of the Unit it so serves and shall be maintained, repaired and replaced at the sole expense of such Unit Owner. Each such electrical panel board located

in and serving a Unit shall be the property of the owner of the Unit it so serves and shall be maintained, repaired and replaced at the sole expense of such Unit Owner.

G. The yards, lawns, gardens, trees, shrubberies, walkways, fences, steps and exterior lighting fixtures;

H. The Limited Common Elements located outside the Unit's boundaries, including, without limitation, parking spaces, decks, patios, and storage lockers described in Section 7 of this Master Deed, subject to the exclusive rights to use thereof and obligations thereon as provided for in this Master Deed and in the By-Laws;

I. All common equipment wherever located in, on, or around the Building(s) and Premises; all other apparatus and installations existing in the Buildings, and all other parts of the Premises not defined as the Units and not included within the items listed above, and all replacements thereof in or on the Premises, for common use, or necessary or convenient to the existence, maintenance, safety or enjoyment of the Buildings and Condominium; and all other items delineated as such in Chapter 183A and located on the Premises.

9. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS. The percentage of interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of the Master Deed, bore to the then-aggregate fair value of all of the Units. The percentages of interest of the Units in the Common Elements are shown on Exhibit B attached hereto.

The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument. There will be excluded from the conveyance of each of the Units so much of the Common Elements as are located within each Unit except to the extent otherwise expressly provided in this Master Deed, and each Unit will be conveyed subject to an easement in favor of the owners of all other Units and the Trustees to maintain such of the Common Areas and Facilities as are located therein, as more particularly described in Section 7(A) above.

Each Unit Owner may use the Common Elements in accordance with their intended purposes without being deemed to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said Common Elements shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, including the By-Laws therein, and the Rules and Regulations, including the provisions herein relating to the Limited Common Elements.

10. PURPOSE; INTENDED USE. The Buildings, the Units, and the other Common Elements are intended to be used solely for the purposes permitted herein and accessory uses thereto, the Common Elements being used incidental thereto. Townhouse No. 1, Townhouse No. 2, and the five stories above the ground floor of Mid-Rise Building No. 3 and the Units and other Facilities therein, are to be used for residential purposes only. Any other lawful use of said Buildings, Units and Common Elements may be made only with the prior written consent of the Trustees, which the Trustees shall be under no obligation to grant. Residential use shall be deemed to include incidental accessory home office use of a Unit by the resident thereof for his or her personal professional and/or business uses, to the extent permitted under applicable law, including zoning laws, and provided that (i) no employee(s) or person(s), other than such resident, engages in any such accessory uses in the Unit, (ii) no such accessory use shall be advertised or held out or used as a place for service to clients, patients, customers, or the general public, and (iii) no nuisance affecting the Common Elements or any other Unit is created thereby. The Trustees shall have the right, but not the obligation, to terminate any such accessory residential use, which they deem, in their sole discretion, to amount to a nuisance. Commercial Units MR-C1, MR-C2, and MR-C3, on the ground floor of Mid-Rise Building No. 3, may be used for office use only (including, by way of example but not in limitation, medical, dental, legal, accounting, or insurance offices).

11. RESTRICTIONS ON USE. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Declaration of Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

A. No Residential Unit shall be used for any purpose other than a purpose permitted under Section 10 above;

B. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust, the By-Laws, the rules and regulations promulgated pursuant thereto, or Chapter 183A.

C. All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

D. No Commercial Unit situated on the ground floor of Mid-Rise Building No. 3 shall be used (i) for any purpose prohibited by any laws, rules, regulations or ordinances or any federal, state or local governmental authority or by any order or decree of any court, in either case, having jurisdiction over the Land, the Building or the Condominium or (ii) to keep any inflammable, combustible or explosive fluid, material, chemical or substance therein.

E. The architectural integrity of the Buildings and the Units shall be preserved and to that end, without the prior express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, antenna (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and the Rules and Orders of the FCC, and subject to any applicable Rule and Regulation of the Condominium), sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element; and without, in each instance, the prior express written consent of the Trustees, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the

Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit (except no bedroom maybe added); provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work. Notwithstanding the foregoing, the owner of a Commercial Unit, having first obtained the written consent of the Board of Trustees (such consent not to be unreasonably withheld), may erect or place, or allow any tenant of such unit, to erect or place, upon the exterior wall surface of such Unit, a sign or other such device which shall serve to identify the name and/or the nature of business conducted by such Unit Owner or the tenant thereof. Any such consent may be granted upon such terms and conditions as are deemed appropriate by the Board of Trustees, including, without limitation, conditions governing the size, design, and location of any such sign and the termination of any such consent. Any such grant of consent shall be subject to the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations, and may be rescinded by the Board for breach thereof or of any condition contained in the grant of consent.

F. No Unit may be leased, rented or let unless in compliance with the applicable provisions of this Master Deed and the Declaration of Trust, including the By-Laws therein. No portion of a Residential Unit (other than the entire Unit) may be leased, rented, or let, and no transient may be accommodated in any Unit.

G. No pets shall be permitted to be kept or maintained in any Unit of the Condominium, nor on the common elements, except cats, birds, fish and dogs ("Permitted Pets"), provided, however, that (a) as to dogs, no dog shall be kept in a Unit unless owned by the Unit Owner of such Unit and being boarded in the Unit as of March

22, 2002, as evidenced by the timely completion and return to the Trustees of the pet registration form, but any dog acquired or born thereafter shall not be allowed, and no dog that is being boarded in the Unit as of March 22, 2002 shall be replaced by another dog; and (b) as to cats, no cat(s) in excess of one (1) cat, shall be kept in a Unit, unless owned by the Unit Owner of such Unit and being boarded in the Unit as of the date of recording of this instrument with the Registry of Deeds, as evidenced by the timely completion and return to the Trustees of the pet registration form, but any cat, in excess of one (1) cat, acquired or born thereafter shall not be allowed. The keeping of Permitted Pets shall be subject to the following conditions and restrictions, and such reasonable conditions as the Trustees may impose, from time to time, by Rule and Regulation:

(i) no such pets shall be kept, raised, bred or maintained in any Unit for commercial and/or remunerative purposes,

(ii) such pet(s) (other than dogs and cats, which are limited in number as provided above) shall be kept in no greater number per Unit than such as the Trustees may determine in the exercise of their discretion, so as to maintain the peaceful enjoyment of the Condominium by all residents thereat,

(iii) such pet(s) shall be kept and maintained in compliance with all applicable governmental laws, ordinances, rules and regulations, including, without limitation, any leash laws and laws requiring inoculation;

(iv) such pet(s) shall not create a nuisance upon or affecting the Common Elements, any Unit, or other property, as the Trustees may in their discretion determine,

(v) such pet(s) shall be duly registered with the Trustees, including a photograph of such pet(s),

(vi) no such pet(s) shall be allowed upon the Common Elements unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Property, save for transit thereacross; provided, however, that such pet(s) may be walked in such pet walking area on the Common Elements as the Trustees may designate from time to time, in their discretion, the Trustees being under no obligation to so designate, and

(vii) residents shall clean up after their pet(s) immediately.

Additionally, the conduct of such pet(s) upon the Common Elements shall be subject to rules and regulations adopted from time to time by the Trustees. If such a pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustees may require the pet owner to remove the pet upon five (5) days notice.

Each Unit Owner keeping such a pet or pets who violates any of the above conditions or restrictions, or permits any damage to or soiling of any of the Common Elements, or permits any nuisance or unreasonable disturbance or noise shall, in the discretion of the Trustees:

(a) be assessed by the Trustee(s) for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or,

(b) be levied such fine as the Trustee(s) may reasonably determine and such legal fees and costs as the Trustees may incur; and/or

(c) be required by the Trustee(s) to permanently remove such pet from the Condominium upon five (5) days written notice from the Trustee(s).

H. No Unit shall be maintained at an ambient temperature of less than sixty degrees (60°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building(s);

I. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents;

J. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein;

K. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;

L. No Unit Owner shall place or cause to be placed in or on any of the



Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate; and

M. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

N. No unregistered vehicles, commercial vehicles, or vehicles with commercial lettering or boats or campers or other type of recreation vehicles shall be kept upon the Common Elements.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees and may be administered on behalf of the Unit Owners by the Trustees, and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such a 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 as such occur during his or her ownership of a Unit.

12. UNITS SUBJECT TO MASTER DEED, UNIT DEED AND DECLARATION OF TRUST. All present and future Unit Owners, tenants, occupants, visitors, employees, licensees, and contractors of the Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, and the Declaration of Trust, including the By-Laws therein and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Premises and the Land described above in Section 2 and in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Maser Deed, the Unit Deed, and the Declaration of Trust, including the By-Laws therein and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such Unit Owner, tenant, occupant, visitor, employee, licensee, and contractor, and all of such provisions shall be

deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Master Deed, the Unit Deed, or the Declaration of Trust, including the By-Laws therein or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the Unit Owner of a Unit.

13. 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 all or a portion of the Building(s), or (b) alteration or repair of the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Building(s) 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(s) stand.

14. AMENDMENTS. The Trustees of the Condominium Trust, with the consent in writing of the holders of not less than seventy-five per cent (75%) of the undivided interest in the Common Elements may at any time and from time to time amend, alter, add to, or change this Master Deed and the Plans in any manner or to the extent, the Trustees first, however, being indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, always, however, that no such amendment, alteration, addition, or change shall be valid or effective:

A. according to the purport of which the percentage of undivided interest in the Common Areas and the Facilities of any Unit Owner would be altered or in any manner or to any extent modified or affected so as to be different from the present percentage of the individual interest of such Unit Owner in the Common Areas and Facilities set forth herein, which has not been approved by every Unit Owner whose percentage of undivided interest is affected thereby (except to the extent provided otherwise pursuant to Article V, Section 5.5 of the Declaration of Trust);

- B. which would alter the dimensions of any Unit, which has not been approved by the Owner(s) of the Unit(s) so altered; or
- C. which would impair the security of a first mortgage of record on a Unit which has not been assented to by the holder(s) thereof; or
- D. which would render this Master Deed in any way contrary to or inconsistent with any requirements of the provisions of said Chapter 183A; or
- E. which would alter the parking space(s) and storage lockers appurtenant to any Unit, which has not been approved by the Owner(s) of the Unit(s) so affected; or
- F. which would alter the permitted use of a Unit hereunder, which has not been approved by the Owner of the Unit so affected.

Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged by a majority of the number of Trustees then in office (or the sole Trustee if there be only one in office), setting forth in full the amendment, alteration, addition, or change and reciting the consent of the Unit Owners herein required (if any) 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 thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Notwithstanding the foregoing or any other provisions in this Master Deed, this Master Deed and the Declaration of Trust may also be amended by special amendment executed by a majority of the Trustees then in office (or the sole Trustee if there be only one in office), without the prior consent of any of the Unit Owners, in order to (i) correct any clerical or typographical errors and/or omissions in this Master Deed, the Plans, or the Declaration of Trust, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) make this Master Deed, the Plans, or the Declaration of Trust comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) make this Master Deed, the Plans, or the Declaration of Trust comply with the guidelines or requirements of the Federal National Mortgage Association, the Government National Mortgage Association, 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.

15. PRIORITY OF LIEN.

A. To the extent permitted by applicable law, any lien of the Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to said mortgage.

B. Except as provided in M.G.L. c. 183A, § 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit. 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 assessment made thereafter.

16. FHLMC/FNMA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

A. Any first mortgagee who obtains title to the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

B. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) per cent of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the

individual Units have given their prior written approval, the Trustees shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (iii) partition or subdivide any Unit;
- (iv) 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 in the Condominium shall not be deemed a transfer within the meaning of this clause);
- (v) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Areas and Facilities) for other than the repairs, replacement or reconstruction of such condemnation property.

C. No provision of this Master Deed or the Condominium Trust shall 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 Units and/or Common Areas and Facilities.

D. Condominium dues or charges shall include an adequate reserve fund for maintenance, repair, and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be 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 payment or regular assessments.

E. Upon written request to the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as “eligible mortgage holders” and “eligible insurers or guarantors,” as the case may be) will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(ii) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

(iii) Any lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Condominium Trust.

(iv) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 5.24 of the Declaration of Trust.

F. To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least fifty-one (51%) per cent of the votes of units subject to eligible holder mortgages.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking of the Condominium property must be approved in writing by eligible holders holding mortgages on Units which have at least fifty-one (51%) per cent of the votes of Units subject to eligible holder mortgages.

(iii) Except as otherwise provided herein, no reallocation of interest in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) per cent of the votes of such remaining Units subject to eligible holder mortgages.

(iv) When professional management has been previously required by any eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of Units of which at least sixty-seven (67%) per cent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) per cent of the votes of Units subject to eligible holder mortgages.

G. Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder, or any lease, many not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee in ninety (90) days or less written notice.

H. The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

I. Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

J. Except for amendments to the condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of owners of Units to which at least sixty-seven (67%) per cent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least sixty-seven (67%) per cent of the votes of the Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of Units to which at least sixty-seven (67%) per cent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) per cent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use common areas;
6. Responsibility for maintenance and repair of the several portions of the Condominium;
7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
8. Boundaries of any Unit;
9. The interests in the common areas;
10. Convertibility of Units into common areas or of common areas into Units;
11. Leasing of unit estate;
12. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
13. Any provisions which are for the express benefit of mortgage holders, eligible holders or eligible insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any



addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Article VI of the Declaration of Trust.

This Master Deed and the Declaration of 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) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed and the Declaration of Trust shall be so construed as to qualify any such mortgages for sale to FHLMC and FNMA.

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

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

19. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in now way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

20. CHAPTER 183A. The Units and common areas and facilities, and the Unit Owners and Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust of Heritage Plaza Condominium Trust and the By-Laws set forth therein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium Premises or any portion thereof from the provisions of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

21. DURATION. The Condominium shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section.

22. TITLE TO UNITS. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

23. CONFLICTS. The 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.

If any provision of Declaration of Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Law of Massachusetts, or if any provision of the Declaration of Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

A. In the event of a conflict between the Declaration of Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. The invalidity of any provision of the Declaration of Trust shall not impair or affect the validity or enforceability of the other provisions of the Declaration of Trust;

C. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

D. In the event of any conflict, other than as set forth in subsection (C) of this Section, between the provisions of the Master Deed and the Declaration of Trust, the provisions of the Master Deed shall control.

IN WITNESS WHEREOF, we, the undersigned, being a majority of the Trustees of the Heritage Plaza Condominium Trust, having obtained the consent in writing of Unit Owners holding not less than seventy-five percent (75%) of the undivided interest in the common areas and facilities of the Condominium, have set our hands and seals this 13<sup>th</sup> day of September, 2011.

HERITAGE PLAZA CONDOMINIUM TRUST  
By its Board of Trustees,

Scott A. Broughton  
Scott Broughton, Trustee  
and not individually

Thomas A. Capuzzo  
Tom Capuzzo, Trustee  
and not individually

Chris O'Connell, Trustee  
Chris O'Connell, Trustee  
and not individually

William Rossiter  
Bill Rossiter, Trustee  
and not individually

Thomas Walsh  
Tom Walsh, Trustee  
and not individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 13 day of September, 2011, before me, the undersigned notary public, personally appeared Scott A. Broughton, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/them voluntarily for its stated purpose, as Trustee(s) of Heritage Plaza Condominium Trust.

Dolores H. Joseph  
Notary Public

My Commission Expires: 1/18/2013  
Qualified in the Commonwealth of Massachusetts

**“EXHIBIT A”**

The land in Salem, with the buildings thereon, located on Norman Street in said Salem and being shown on a certain plan of land entitled, “Plan of Land in Salem, Mass., Property of Salem Realty Co., Scale: 1” = 20’, July 13, 1976, (updated) Carter & Towers Engineering Corp., 6 Fairview Avenue, Swampscott, Mass. Prepared for Naumkeag Amusement Co., June 9, 1969” which plan is recorded with Essex South District Registry of Deeds, Plan Book 139, Plan 87, the said parcel being more particularly bounded and described as follows:

- SOUTHERLY            by Norman Street, as shown on said plan, by two (2) bounds measuring respectively, one hundred twenty-six and 78/100 (126.78) feet and sixty-five and 81/100 (65.81) feet;
- WESTERLY            by land of New England Tel & Tel Co., as shown on said plan, ninety four and 36/100 (94.36) feet;
- SOUTHERLY            by said land of New England Tel & Tel Co. by two (2) bounds measuring respectively, ninety-nine and 46/100 (99.46) feet and twenty-six and 40/100 (26.40) feet;
- WESTERLY            by land of Phillips “66” and other land, as shown on said plan, by two (2) bounds measuring respectively, fifty-five and 35/100 (55.35) feet and one hundred four and 6/100 (104.06) feet;
- NORTHERLY            by Barton Square and other land, as shown on said plan, by two (2) bounds measuring respectively, forty-nine and 30/100 (49.30) feet and one hundred seventy-five and 55/100 (175.55) feet;
- EASTERLY            by land of Washington House, as shown on said plan, thirty-two and 50/100 (32.50) feet;
- SOUTHERLY            by land of said Washington House, twenty-two and 25/100 (22.25) feet;
- EASTERLY            by land of said Washington House, forty-seven and 66/100 (47.66) feet, (previously referred to as bounded WESTERLY);
- NORTHERLY            by said land of Washington House, fifty-nine and 12/100 (59.12) feet;
- EASTERLY            by said land of Washington House, sixty-eight and 30/100 (68.30) feet;
- NORTHERLY            by land of said Washington House, thirty-seven and 5/100 (37.05) feet;

- EASTERLY by land of Dunkin Donuts, as shown on said plan, forty-four and 73/100 (44.73) feet;
- EASTERLY again by land of said Dunkin Donuts, by a curved line having an arc of thirteen and 3/100 (13.03) feet; and
- EASTERLY again by said land of Dunkin Donuts by two (2) bounds measuring respectively, seventeen and 40/100 (17.40) feet and thirty-six and 77/100 (36.77) feet.

Said premises contain 56,700 square feet of land more or less according to said plan.

EXHIBIT B TO MASTER DEED  
Of  
HERITAGE PLAZA CONDOMINIUM

TOWNHOUSE NO. 1

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>TYPE*</u>	<u>NUMBER OF FLOORS</u>	<u>PROPORTIONATE INTEREST IN COMMON AREAS, FACILITIES</u>
TH1-101	772 sq. ft.	1 Br. Type B	1	1.8345
TH1-102	772 sq. ft.	1 Br. Type B	1	1.8345
TH1-201	1,290 sq. ft.	2 Br. Type C	2	2.6798
TH1-202	1,290 sq. ft.	2 Br. Type C	2	2.6798

TOWNHOUSE NO. 2

TH2-101	772 sq. ft.	1 Br. Type B	1	1.8345
TH2-102	772 sq. ft.	1 Br. Type B	1	1.8345
TH2-103	772 sq. ft.	1 Br. Type B	1	1.8345
TH2-104	772 sq. ft.	1 Br. Type B	1	1.8345
TH2-201	1,290 sq. ft.	2 Br. Type C	2	2.6797
TH2-202	1,290 sq. ft.	2 Br. Type C	2	2.6797
TH2-203	1,290 sq. ft.	2 Br. Type C	2	2.6797
TH2-204	1,290 sq. ft.	2 Br. Type C	2	2.6797

MIDRISE BUILDING NO. 3

<u>UNIT NO.</u>	<u>APPROXIMATE AREA</u>	<u>TYPE*</u>	<u>LOCATION</u>	<u>PROPORTIONATE INTEREST IN COMMON AREAS, FACILITIES</u>
MR-C1	812 sq. ft.	C	ground floor	2.0497
MR-C2	812 sq. ft.	C	ground floor	2.0497
MR-C3	2,066 sq. ft.	C	ground floor	5.1873
MR-101	1,064 sq. ft.	2 Br. Type A	first floor	2.2243
MR-102	1,064 sq. ft.	2 Br. Type A	first floor	2.2243
MR-103	812 sq. ft.	1 Br. Type A	first floor	1.7688
MR-104	812 sq. ft.	1 Br. Type A	first floor	1.7688
MR-105	812 sq. ft.	1 Br. Type A	first floor	1.7688
MR-106	1,064 sq. ft.	2 Br. Type B	first floor	2.2394
MR-107	1,064 sq. ft.	2 Br. Type B	first floor	2.2394
MR-201	1,064 sq. ft.	2 Br. Type A	second floor	2.2495
MR-202	1,064 sq. ft.	2 Br. Type A	second floor	2.2495
MR-203	812 sq. ft.	1 Br. Type A	second floor	1.7941
MR-204	812 sq. ft.	1 Br. Type A	second floor	1.7941
MR-205	812 sq. ft.	1 Br. Type A	second floor	1.7941
MR-206	1,064 sq. ft.	2 Br. Type B	second floor	2.2648
MR-207	1,064 sq. ft.	2 Br. Type B	second floor	2.2648
MR-301	1,064 sq. ft.	2 Br. Type A	third floor	2.2749
MR-302	1,064 sq. ft.	2 Br. Type A	third floor	2.2749
MR-303	812 sq. ft.	1 Br. Type A	third floor	1.8194
MR-304	812 sq. ft.	1 Br. Type A	third floor	1.8194
MR-305	812 sq. ft.	1 Br. Type A	third floor	1.8194
MR-306	1,064 sq. ft.	2 Br. Type B	third floor	2.2901
MR-307	1,064 sq. ft.	2 Br. Type B	third floor	2.2901
MR-401	1,064 sq. ft.	2 Br. Type A	fourth floor	2.3002
MR-402	1,064 sq. ft.	2 Br. Type A	fourth floor	2.3002
MR-403	812 sq. ft.	1 Br. Type A	fourth floor	1.8447
MR-404	812 sq. ft.	1 Br. Type A	fourth floor	1.8447
MR-405	812 sq. ft.	1 Br. Type A	fourth floor	1.8447
MR-501	1,064 sq. ft.	2 Br. Type A	fifth floor	2.3254
MR-502	1,064 sq. ft.	2 Br. Type A	fifth floor	2.3254
MR-503	812 sq. ft.	1 Br. Type A	fifth floor	1.8699
MR-504	812 sq. ft.	1 Br. Type A	fifth floor	1.8699
MR-505	812 sq. ft.	1 Br. Type A	fifth floor	1.8699
TOTAL:				100.00

\*KEY FOR UNIT TYPE

1 Br. Type A:	1 Bedroom, 1 bath, kitchen, living room, dining room
1 Br. Type B:	1 Bedroom, 1 bath, kitchen, living room, dining room, open deck
2 Br. Type A:	2 Bedrooms, 2 baths, kitchen, living room, dining room
2 Br. Type B:	2 Bedrooms, 2 baths, kitchen, living room, dining room
2 Br. Type C:	2 Bedrooms, 2 baths, kitchen, living room, dining room, open deck
C:	Commercial space – 1 room, half bath