

*Exempt  
434/194*

348 154

MASTER DEED  
of  
EDGARTOWN COMMONS CONDOMINIUM.  
EDGARTOWN, MASSACHUSETTS

EDGARTOWN COMMONS CONDOMINIUM, INC., a Massachusetts corporation with its principal place of business at 85 Devonshire Street, Boston, Massachusetts (hereinafter called the "Grantor") the sole owner of the premises in Edgartown, County of Dukes County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, hereby submits said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name. The name of the Condominium shall be Edgartown Commons Condominium
2. Description of Land. The premises which constitute the Condominium contain approximately 63,573 square feet of land in said Edgartown located on two separate parcels, the first parcel being rectangular in shape and containing approximately 28,998 square feet bordering the northeasterly side of Mill Street, and the second parcel being triangular in shape and containing approximately 34,575 square feet between Pease's Point Way, Planting Field Way and Mill Street, together with the buildings and improvements thereon. The two parcels are described by metes and bounds as follows:

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Parcel 1

Southwesterly by Mill Street two hundred fifteen and 84/100 (215.84) feet;

Northwesterly by land of Joseph and Rose A. Serpa et al one hundred thirty-nine and 40/100 (139.40) feet;

Northeasterly by land of Marianne O. Jackson, Mary T. and Joseph H. MacNeill, other land now or formerly of Margaret W. Currier and Cottle Lane, two hundred seventeen and 56/100 (217.56) feet; and

Southeasterly by land of Esther C. Conklin one hundred twenty-nine and 14/100 (129.14) feet.

All as shown on a plan entitled "Plan of Land in Edgartown, Mass. Surveyed for Leo J. & Irene P. Convery November 9, 1957. Scale 1"=30' Hollis A. Smith M.S. Reg'd. Land Surveyor Vineyard Haven, Mass.," recorded with Dukes County Registry of Deeds in Book 234, Page 228.

Parcel 2

Beginning at a concrete bound on the northerly side of Pease's Point Way and at a way which runs from Pease's Point Way to Planting Field Way;

thence northwesterly by Pease's Point Way one hundred and sixty-seven and sixty-five hundredths (167.65) feet to a concrete bound, and forming an angle with said way leading from Pease's Point Way to Planting Field Way of forty-four degrees and eight minutes;

thence northwesterly by said Pease's Point Way one hundred and forty-nine and sixty-five hundredths (149.65) feet to Planting Field Way, and forming an angle to the right of one hundred and sixty-seven degrees and twenty-two minutes;

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thence northeasterly by said Planting Field Way one hundred and eleven and ninety hundredths (111.90) feet to the land of Manuel V. Santos, and forming an angle of ninety degrees;

thence southeasterly by said Santos land nineteen and seventy-eight hundredths (19.78) feet, and forming an angle of eighty-two degrees and forty-four minutes to the right;

thence easterly by said Santos land ninety-one and forty-five hundredths (91.45) feet to said way leading from Pease's Point Way to Planting Field Way, and forming an angle of one hundred and thirteen degrees and two minutes to the left;

thence southeasterly by said way leading from Pease's Point Way to Planting Field Way two hundred and ninety and twenty hundredths (290.20) feet to the point of beginning and forming an angle to the right of eighty-eight degrees and forty-seven minutes.

3. Description of the Buildings. There are in the Condominium 36 units (one is the manager's unit and not saleable) located in seven buildings.

Building "A" contains Units 1 through 10 inclusive, and is a two story wood frame building above a crawl space. The siding is wood shingle in a weathered natural condition. The roof is pitched and is of asphalt shingles. Windows and exterior doors are wood painted. The exterior roofs are wood painted. Units 1 through 5 are on the first floor and are entered directly from ground level. Units 6 through 10 are on the second floor and are serviced from a wood stair and deck which are common to all the units on

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the second floor. Domestic hot water is supplied from a hot water system in Building "B." Heat is by electric baseboard heat.

Building "B" contains units 11 through 16 inclusive, and is a two story wood frame building above a full basement. The siding is wood shingle, painted white. The roof is pitched and is of asphalt shingles. Windows are wood painted. The exterior doors are wood and are painted.

Units 11, 12 and 13 are on the first level. (13 is the manager's unit and is entered from a wood porch and deck.) Units 11 and 12 are entered from a common hall. Units 14, 15 and 16 are on the second floor. Units 14 and 15 are entered from a common hall on the second landing of the two stairways in the hall. Unit 16 is entered from an outside wood porch and stairway serving this unit exclusively.

Building "B" is heated with oil fired hot water heat. Domestic hot water is furnished from a central oil fired system. The basement walls are stone. Access is from the interior hall in addition to an outside entrance.

Building "C" contains Unit 17 and is a wood frame one story building above a crawl space. The siding is weathered wood shingle in a natural condition. The roof is pitched and is of asphalt shingles. The windows are wood painted. The exterior doors are of painted wood. This unit is entered from a wood porch which services this unit exclusively. Heat and hot water are supplied from the system serving Building "B."

Building "D" contains Unit 18 exclusively and is a one story wood frame building above a crawl space. The siding is painted wood

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shingle. The pitched roof is of asphalt shingles. Windows and doors are wood and painted. Access is from a wood porch serving this unit exclusively. Domestic hot water is supplied from the system in Building "B." Heat is from electric baseboard heaters.

Building "E" contains Units 19, 20, and 21 and is a one story wood frame building above a crawl space. In addition, there is a two car garage which is attached and is common area for storage. The siding is brick veneer, painted wood shingle and vertical asbestos siding. The roof is pitched and of asphalt shingle. Windows and doors are painted wood. Heat is oil fired warm air from a system located in this building. Hot water is supplied from a system located in Building "G." Access to Units 19 and 20 is from ground level, while that to Unit 21 is from a wood porch which serves that unit exclusively.

Building "F" contains 14 units numbered 22-35, inclusive, and is a wood frame building above a crawl space. The siding is white asbestos shingle. The roof is pitched and is of asphalt shingle. Windows and doors are painted wood. Units 22 through 28, inclusive, are on the first level and are entered from a ground level. Units 29 through 35, inclusive, are on the second level, and have access to a wood deck and stairs. Hot water is supplied from a system in Building "G." Heat is by baseboard electric heaters.

Building "G" is a two story wood frame building above a crawl space and contains hot water heating equipment. The pool equipment, pumps, etc. are located on the first floor and Unit 36 is on the second floor. The siding is white asbestos. The roof is pitched and of asphalt shingle. Windows and doors are wood and

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painted. There is common area on the first floor which houses servicing equipment and is entered from grade level. Unit 36 is on the second floor and has access from a wood deck and stairs. Heat is by baseboard electric heat while hot water is supplied by the system in this building.

All units have three piece bathrooms, which include lavatory, water closet and bathtub and shower.

All units except Units 24 and 31 have kitchens which include stainless steel sinks, 20 inch electric ranges and 10 cubic foot single door refrigerators.

The common area includes a concrete swimming pool, concrete shuffle board courts, and a childrens play area which has swings and slides. In addition, there is paved parking for automobiles.

4. Designation of Units and their boundaries. The Condominium Units (hereinafter referred to, and sometimes previously referred to as the "Unit" or the "Units") and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications (in addition to those set forth in Section 3 above) thereof are set forth in Exhibit A hereto annexed and on the floor plans prepared conformably with G.L. c. 183A, §8(f) and recorded herewith ("the Master Plans"). The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

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- (a) Floors: The upper surface of the floor material immediately below the carpeting and, in the case of the bathrooms, below the tile.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of the Units or portions of the Units immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior building walls: The plane of the surface facing such Unit of the wall studs.
- (d) Exterior building walls, doors and windows: As to the exterior walls, the plane of the interior surface of the wall studs; as to the exterior doors, the interior surface thereof; and as to the windows, the interior surfaces of the glass and of the window frames (i.e. the responsibility for door and window maintenance is that of the Condominium).

5. Common areas and facilities. The common areas and facilities of the Condominium consist of:

- (a) the land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force and applicable;
- (b) the foundations, structural members, beams, supports, exterior walls, roofs and common walls within a building and between connected buildings;
- (c) the entrance lobby, management office, hallways, stairways, utility rooms (and equipment serving all the Units which is located therein) and storage rooms;
- (d) installations of central services such as electrical conduits, plumbing lines, water lines, drainage lines, waste disposal lines and all equipment attendant

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thereto, but not including such installations and equipment contained within and serving only a single Unit.

(e) All conduits, chutes, ducts, plumbing, wiring, flues and the like which are contained in portions of any of the buildings contributing to the structure, support, or servicing thereof, and all such facilities contained within any Unit, which serve portions of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto for the maintenance, repair and replacement of such facilities;

(f) decks, porches and entranceways;

(g) all other common equipment serving the Condominium, wherever located;

(h) the manager's apartment, which is Unit 13 designated in Building "B."

(i) yards, pool area, garden areas, walkways, and the improvements thereof and thereon, planters, bulkheads, steps, outdoor lighting fixtures, existing parking areas; and

(j) such additional common areas and facilities as may be defined in Chapter 183A.

The recitation of the above-described common areas and facilities does not constitute a representation by the Grantor that such facilities necessarily exist as of the date of this Master Deed but is meant to describe the character of the property which shall be common areas and facilities whether now existing or hereafter added to the Condominium.



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If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or upon any other Unit, as the common areas and Units are shown on the Master Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the following percentages set forth (in decimal form, i.e., .0233187 = 2.33187%) opposite each Unit.

<u>Unit Designation</u>	<u>Percentage Factor</u>	<u>Unit Designation</u>	<u>Percentage Factor</u>
1	.02807814	19	.03625646
2	.02716946	20	.03262153
3	.02716946	21	.02989550
4	.02716946	22	.02807814
5	.02807814	23	.02716946
6	.02898682	24	.01808268
7	.02807814	25	.02716946
8	.02807814	26	.02716946
9	.02807814	27	.02716946
10	.02898682	28	.02807814
11	.03443889	29	.02898682
12	.03443889	30	.02807814
13 Common Area Manager's Unit		31	.01899136
14	.03534756	32	.02807814
15	.03534756	33	.02807814
16	.02535211	34	.02807814
17	.03171285	35	.02898682
18	.03262153	36	.01990004

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These percentage interests have been computed, conformably with G.L. c. 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Edgartown Commons Condominium Trust more specifically referred to in Section 10 below, and any rules and regulations promulgated pursuant thereto with respect to the use thereof, and payments required therefor.

6. Floor Plans. The floor plans of the Condominium, showing the layout, location, Unit numbers and dimensions of Units, stating the name of the Condominium, and bearing the verified statement of a registered land surveyor certifying that the plans fully and accurately depict the same, as built, together with a site plan showing the locations of the buildings which make up the Condominium and the common areas, are being recorded simultaneously with this Master Deed and as a part of it. These Master Plans are captioned "Edgartown Commons Condominium" and consist of ten sheets as follows:

Sheet No. 1 -	Site Plan
Sheet No. 2 -	Building #A - First Floor Plan
Sheet No. 3 -	Building #A - Second Floor Plan
Sheet No. 4 -	Building #B - Basement Floor Plan

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Sheet No. 5 -	Building #B - First Floor Plan
Sheet No. 6 -	Building #B - Second Floor Plan
Sheet No. 7 -	Building #C, Building #D & Building #G
Sheet No. 8 -	Building #E - First Floor Plan
Sheet No. 9 -	Building #F - First Floor Plan
Sheet No. 10 -	Building #F - Second Floor Plan

7. Purposes. The Units in the Condominium are intended for residential purposes, including at the option of individual unit owners, rental by such owners of such units.

8. Restrictions on Use. Unless otherwise permitted by instrument in writing duly executed by a majority of the Trustees of Edgartown Commons Condominium Trust then in office and pursuant to the By-Laws thereof:

(a) No Unit shall be used for any purpose other than a purpose permitted under Section 7 above;

(b) The architectural integrity of the buildings of the Condominium and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature

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shall be erected or placed upon or attached to any such Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, or other exterior hardware, exterior door, or door frames shall be made, and no painting, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of Edgartown Commons Condominium Trust and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all the Units, and the Trustees of Edgartown Commons Condominium Trust shall administer them on behalf of said owners and shall be enforceable solely by said Unit Owners or Trustees, insofar as permitted by law, 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 paragraph except such as occurs during his or her ownership thereof.

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9. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of the Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of Edgartown Commons Condominium Trust and (c) duly recorded with the Dukes County Registry of Deeds, PROVIDED, HOWEVER, that:

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

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force of effect unless the same has been signed by the owners of the Unit so altered;

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

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

10. Trust. The Trust through which the Unit Owners shall manage and regulate the Condominium established hereby is Edgartown Commons Condominium Trust under Declaration of Trust dated July , 1977, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in the proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees of the Condominium Trust (herein designated as the Trustees thereof) are as follows:

Milton Fried	c/o Laurel Associates 73 School Street Bristol, CT 06010
Eugene F. Marchand	c/o Laurel Associates 73 School Street Bristol, CT 06010
Jennie A. Fratto	361 Revere Beach Pkwy. Revere, MA 02151

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to, and in accordance with, provisions of Chapter 183A of the General Laws of Massachusetts.

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11. Chapter 183A governs. The Units and common areas and facilities, and the Unit Owners and the Trustees of Edgartown Commons Condominium Trust shall have the benefit of, and be subject to, the provisions of G.L. c. 183A and in all respects not specified in this Master Deed or in the Declaration of Trust of Edgartown Commons Condominium Trust and the By-Laws set forth therein shall be governed by the provisions of G.L. c. 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of G.L. c. 183A.

12. Definitions. All terms and expressions used in this Master Deed which are defined in section 1 of G.L. c. 183A shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, on this 27<sup>th</sup> day of July, 1977, EDGARTOWN COMMONS CONDOMINIUM, INC., acting by its President and Treasurer, hereunto duly authorized, has caused this Condominium Master Deed to be signed, sealed and acknowledged.

EDGARTOWN COMMONS CONDOMINIUM, INC.  
BY:

*Eugene F. Marchand, President*  
Eugene F. Marchand, President

*Milton Fried, Treasurer*  
Milton Fried, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

July 27, 1977

Then personally appeared the above-named EUGENE F. MARCHANT, its President and MILTON FRIED, its Treasurer, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of EDGARTOWN COMMONS CONDOMINIUM, INC., before me,

*Marvin W. Bell*  
Notary Public

My Commission Expires December 12, 1979

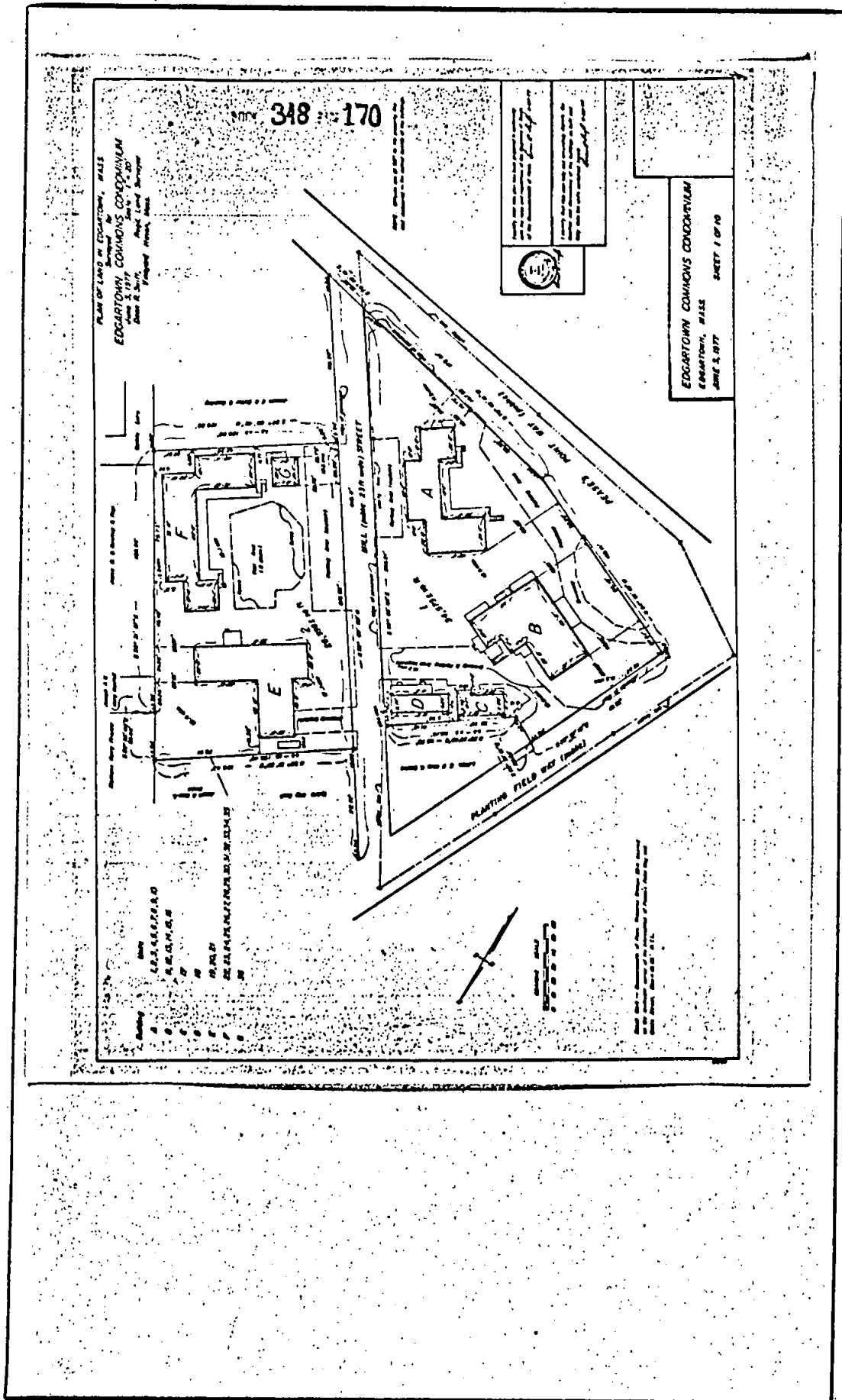
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EDGARTOWN COMMONS CONDOMINIUMEXHIBIT ATO MASTER DEED

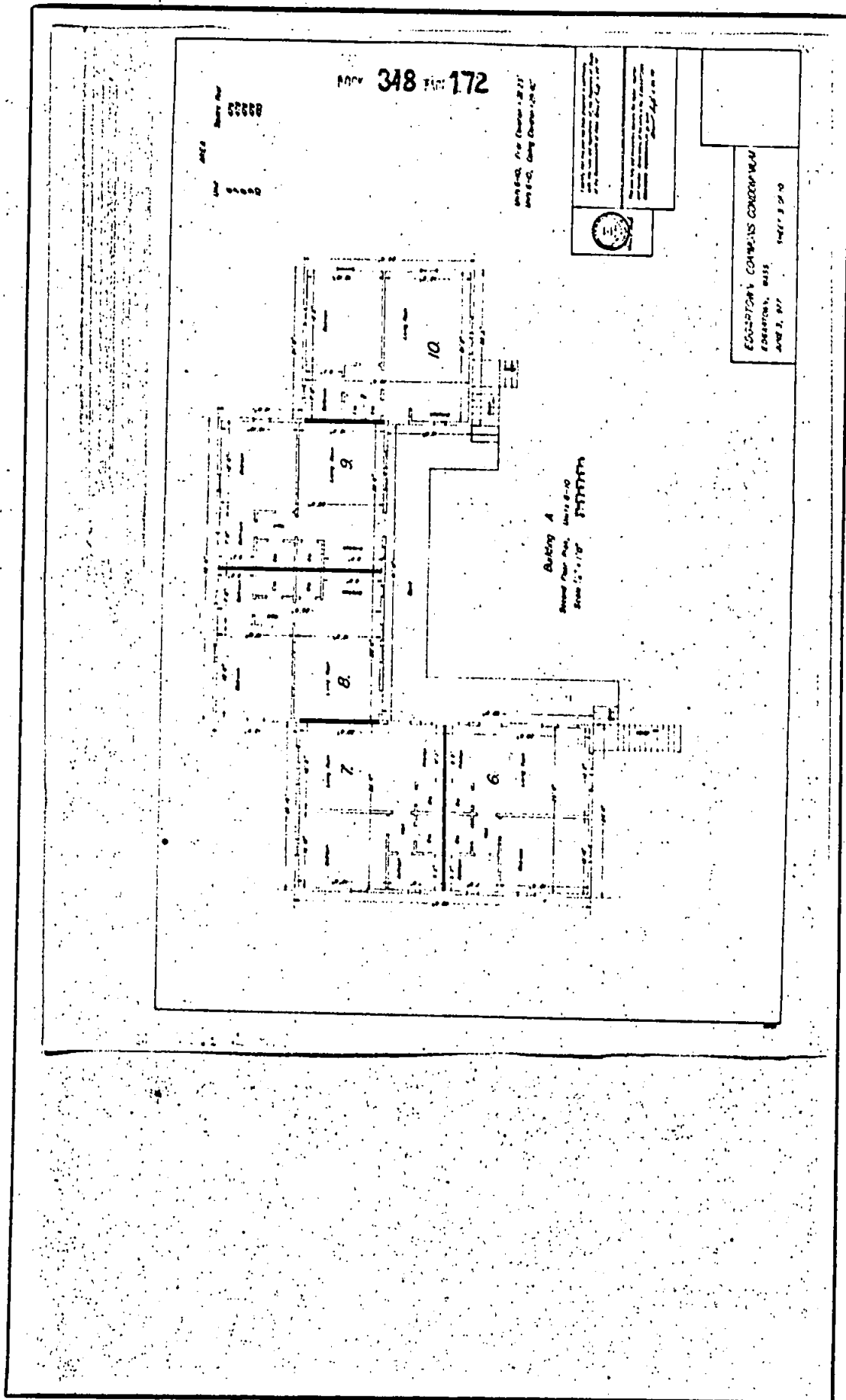
<u>UNIT DESIGNATION</u>	<u>BUILDING IN WHICH LOCATED</u>	<u>APPROXIMATE AREA</u>	<u>NUMBER OF ROOMS</u>	<u>IMMEDIATE COMMON AREAS TO WHICH UNIT HAS ACCESS</u>
1	A	478	LR, BR, K, B	Grounds
2	A	478	LR, BR, K, B	Grounds
3	A	478	LR, BR, K, B	Grounds
4	A	478	LR, BR, K, B	Grounds
5	A	493	LR, BR, K, B	Grounds
6	A	478	LR, BR, K, B	Grounds
7	A	478	LR, BR, K, B	Stair Landing, Balcony
8	A	478	LR, BR, K, B	Stair Landing, Balcony
9	A	478	LR, BR, K, B	Stair Landing, Balcony
10	A	493	LR, BR, K, B	Stair Landing, Balcony
11	B	790	LR, 2BR, K, 1-1/2B	Stair Landing, Balcony
12	B	785	LR, 2BR, K, B	Hall
13	B	597	LR, BR, K, B	Stair Landing, Balcony
14	B	790	LR, 2BR, K, B	Hall
15	B	785	LR, 2BR, K, B	Hall
16	B	529	LR, BR, K, B	Stair Landing, Balcony
17	C	462	LR, BR, K, B	Balcony
18	D	460	LR, BR, K, 1-1/2B	Balcony
19	E	1173	LR, BR, K, 2BR, B	Grounds, Garage
20	E	470	LR, K, BR, B	Grounds
21	E	689	LR, K, 2BR, B	Balcony
22	F	497	LR, K, BR, B	Grounds
23	F	472	LR, K, BR, B	Grounds
24	F	279	BR, B	Grounds
25	F	478	LR, K, BR, B	Grounds
26	F	478	LR, K, BR, B	Grounds
27	F	478	LR, K, BR, B	Grounds
28	F	478	LR, K, BR, B	Grounds
29	F	497	LR, K, BR, B	Balcony
30	F	472	LR, K, BR, B	Balcony
31	F	279	BR, B	Balcony
32	F	478	LR, BR, K, B	Balcony
33	F	478	LR, BR, K, B	Balcony
34	F	478	LR, BR, K, B	Balcony
35	F	478	LR, BR, K, B	Balcony
36	G	335	LR, K, B	Stair Landing, Balcony

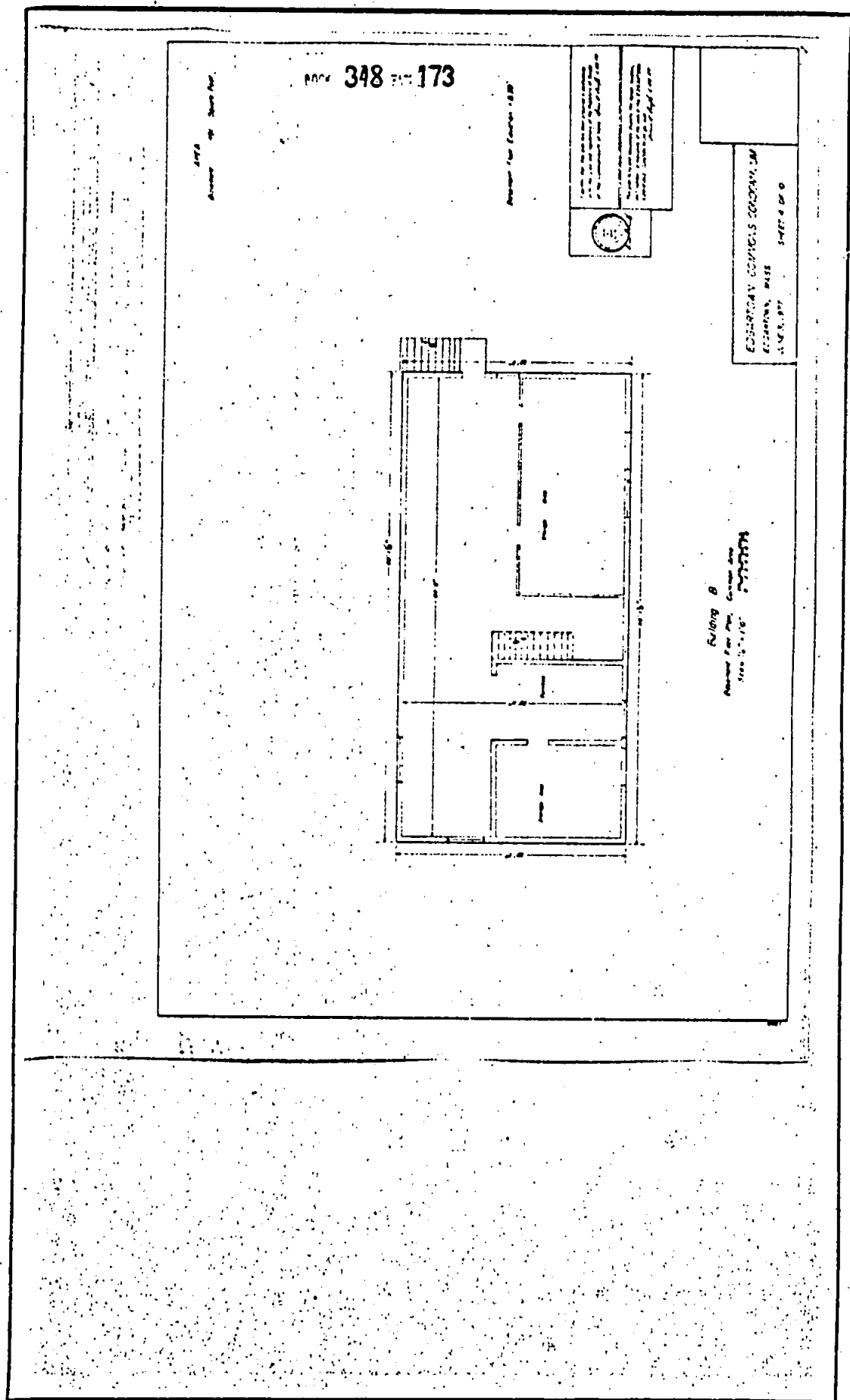
\* Manager's Unit and common area





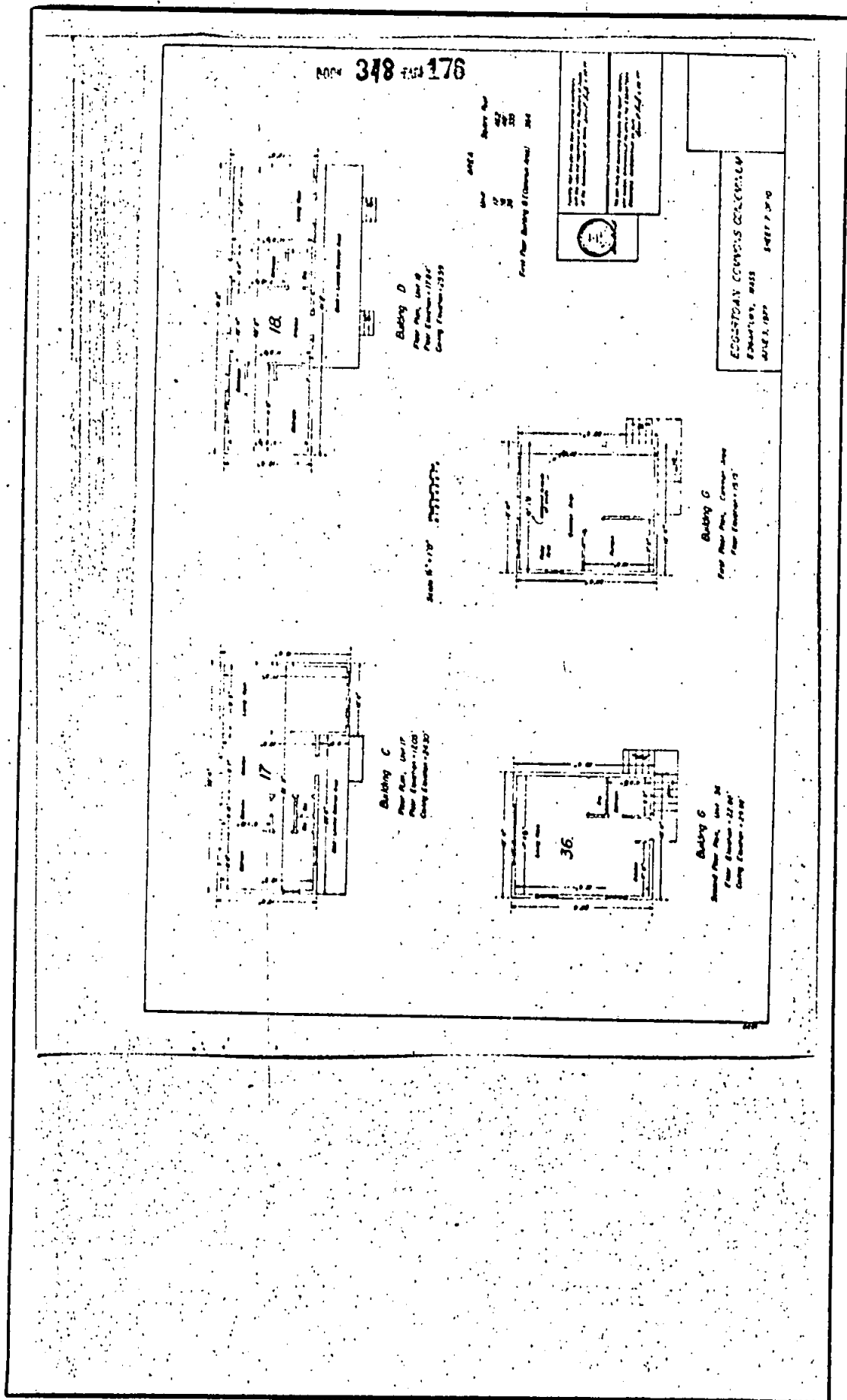


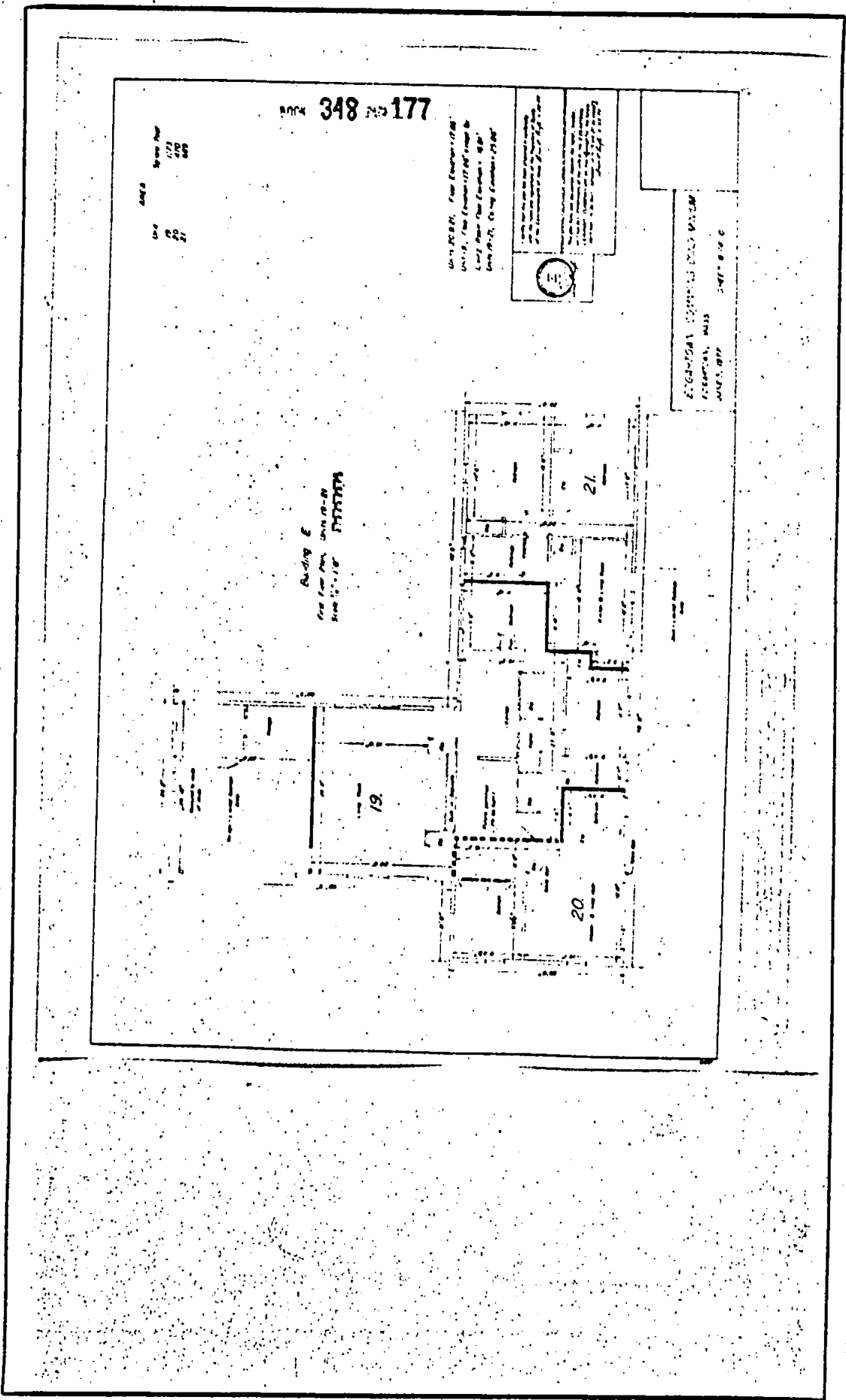




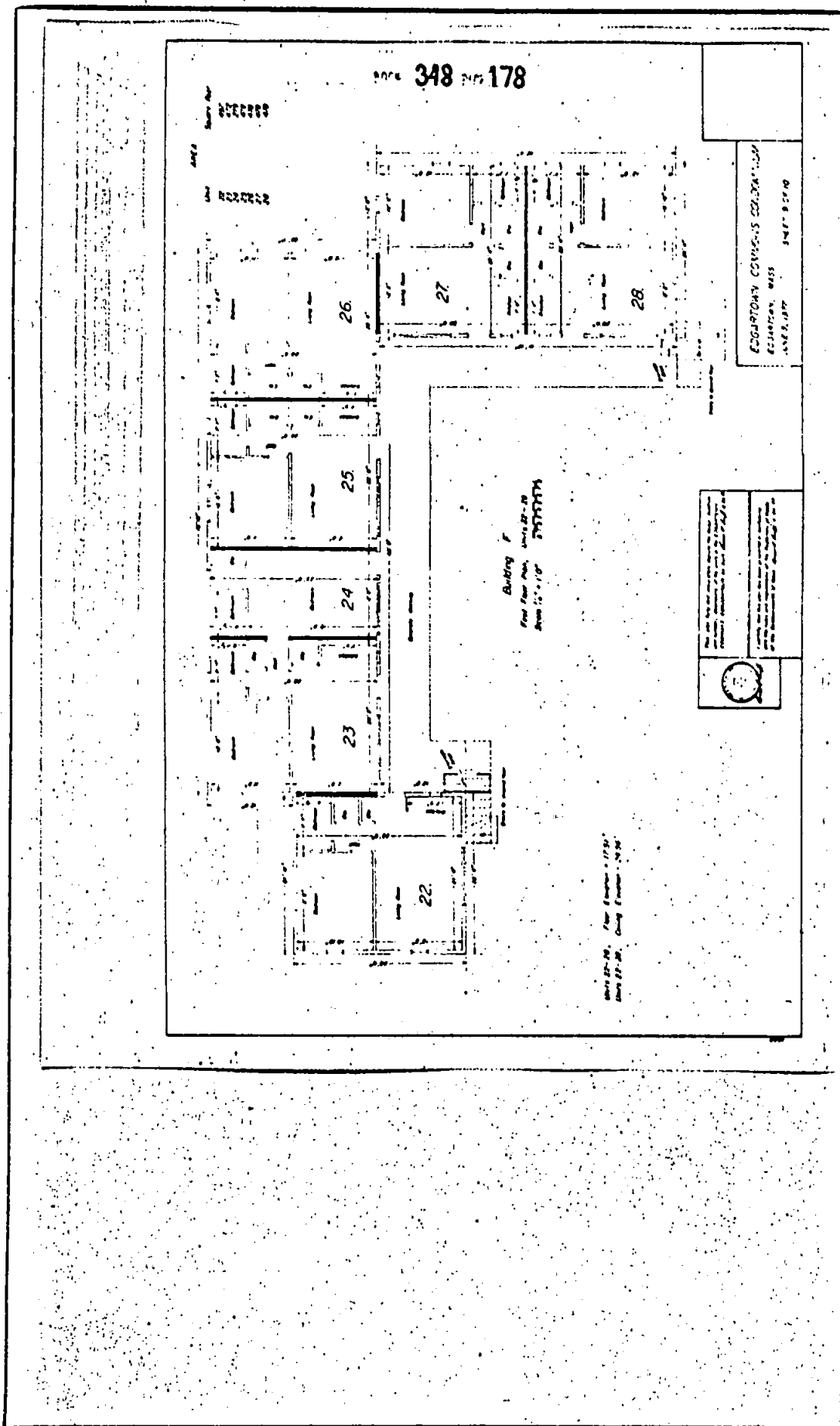












**Building F**  
Second Floor Plan, Rooms 29-35  
Scale 1/4" = 10'

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RECORDED & INDEXED  
JUL 29 1977

Edgartown, Mass. July 29 1977  
 at 2 o'clock and 100 minutes P M.  
 Received and entered with Dukes County Deeds,  
 Book 348 Page 154

August Francis W. King  
 Register