

MASTER DEED

This MASTER DEED of the The Belmont Condominium, made this
19th day of November, 1979,

WITNESSETH THAT:

Green Belmont, Inc., a Massachusetts corporation (hereinafter sometimes called the "Declarant"), being the sole owner of certain premises located primarily in the Town of Harwich, with a small portion thereof in the Town of Dennis, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the Massachusetts General Laws and proposes to create a condominium to be governed by and subject to the provisions of said Chapter 183A; and to that end, it hereby declares and provides as follows:

1. NAME

The name of the condominium shall be the "The Belmont Condominium".

2. DESCRIPTION OF LAND

The premises which constitute the condominium comprise the land situated on Belmont Road, primarily in the Town of Harwich, with a small portion thereof in the Town of Dennis, Barnstable County, Massachusetts, together with the improvements and buildings now existing and to be hereafter constructed thereon (collectively, the "Condominium"), shown as and comprising Parcel A ("Parcel A") and Parcel B ("Parcel B") on Sheet 1 entitled "Site Plan, The Belmont Condominium, West Harwich, Mass., Owned By: Green Belmont, Inc.", Scale 1" = 60', dated November 17, 1979, prepared by Apex Engineering Co., Inc., and on Sheets 2 through 9, entitled "The Belmont Condominium, West Harwich, Massachusetts", dated November 19, 1979,

prepared by CBT/Childs, Bertman, Tseckares & Casendino, Inc., (collectively, the "Plans"), recorded herewith, and described in, and subject to rights, easements, reservations and restrictions referred to in Exhibit A annexed hereto and made a part hereof.

A portion of Parcel A shown on Sheet 1 of the Plans and designated as Sub-Parcel A1 ("Sub-Parcel A1") is subject to a condominium phasing lease (the "Sub-Parcel A1 Phasing Lease") pursuant to the terms of which an additional building may be constructed thereon and included in the Condominium pursuant to Section 9 hereof. The land in Parcel C ("Parcel C") and Parcel D ("Parcel D") shown on Sheet 1 is specifically excluded from the Condominium; however, the later inclusion of such land as part of the Condominium is covered in Section 9 hereof.

Reference is made to the fact that Parcels A, C and D, and a portion of Parcel B, are registered land pursuant to the provisions of Massachusetts General Laws, Chapter 185, and that a portion of Parcel B is unregistered land. Accordingly, the Declarant reserves and shall have the right, without the consent of any Unit Owner in the Condominium, to file with the Land Court, after recording of this Master Deed, a petition for withdrawal of said Parcel A and said registered portion of Parcel B from the provisions of said Chapter 185, pursuant to and in accordance with the provisions of said Chapter 183A, Section 16, and to so file at any one time or from time to time petition(s) for withdrawal of said Parcels C and D, or portions thereof, from the provisions of said Chapter 185 if and when the same are included in the Condominium pursuant to Section 9 hereof.

3. DESCRIPTION OF BUILDINGS

The buildings now included in the Condominium consist of Buildings No. 1 and 2, described as follows:

- (i) Building No. 1, a four-story structure with a basement parking garage, is located on Parcel B and will contain 48 residential units ("Residential Units"). Building No. 1 is constructed principally of poured, reinforced concrete foundation, basement walls and floor slab; steel and concrete construction with masonry bearing walls; masonry exterior; and built-up tar and gravel roof.
- (ii) Building No. 2, a two-story structure with a basement level, is located on Parcel B and will contain eight Residential Units. Building No. 2 is constructed principally of poured concrete foundation, basement walls and floor slabs; wood frame construction; cedar shingle siding; and asphalt shingle roofs.

The locations of Buildings No. 1 and 2, and the access ways on said premises, are shown on Sheet 1 of the Plans.

Declarant is in the process of completing on Parcel A the following additional buildings which are presently excluded from the Condominium:

- (a) Building No. 3 will contain a maximum of 75 cabana units ("Cabana Units"), men's and women's locker rooms with shower and lavatory facilities, an apartment, and perimeter and interior decks, and will be built around an outdoor swimming pool (the "outdoor swimming pool"). Building No. 3 will be one story in height, except for the side of the Building containing said apartment which will be two stories in height, and will be constructed principally of wood frame construction built on piers, cedar shingle siding, and asphalt shingle roofs.
- (b) Building No. 4 will contain a maximum of 20 Cabana Units, clubrooms, men's and women's restrooms, and decks adjacent to the Cabana Units. Building No. 4

will be one story in height and will be constructed principally of wood frame construction built on piers, cedar shingle siding, and asphalt shingle roofs.

When completed Buildings No. 3 and 4 shall be added to the Condominium pursuant to the provisions of Section 9 hereof. The approximate location of Buildings No. 3 and 4 is shown on Exhibit B annexed hereto and made a part hereof; the size, shape, configuration and location of said Buildings as shown on Exhibit B is approximate, and subject to change, in the sole discretion of the Declarant, prior to the inclusion of such Buildings in the Condominium.

Any references hereafter to Cabana Units or to Buildings No. 3 or 4, or the common areas and facilities to be included therein, shall be construed to relate to such Units, Buildings or facilities after such time as same shall have been included in the Condominium pursuant to the provisions of Section 9 hereof.

In addition to Buildings No. 3 and 4, other buildings may be added hereinafter to the Condominium pursuant to the provisions of Section 9 hereof. No buildings containing Residential Units or Cabana Units, other than those buildings referred to above and the building referred to in Section 9A hereof, shall be constructed on Parcel A (including Sub-Parcel A1) except that the Declarant reserves the right to construct additional common recreational facilities on Parcel A. Except for Building No. 3, no common recreational facilities on Parcel A shall be more than one story in height.

Buildings No. 1 and 2 are hereinafter referred to collectively as "Part 1" of the Condominium and Buildings No. 3 and 4 are hereinafter referred to collectively as "Part 2" of the Condominium. Said Buildings No. 1, 2, 3 and 4 and any additional buildings hereafter added to the Condominium are sometimes hereinafter referred to collectively as the "Buildings". Residential units in Part 1 and residential units which may be added hereafter to the Condominium pursuant to the inclusion of other buildings in the

Condominium are sometimes hereinafter collectively referred to as the "Residential Units".

Residential Units and Cabana Units are sometimes hereinafter collectively referred to as the "Units" or the "Condominium Units".

Building No. 1, as well as any other buildings which may hereafter be added to the Condominium and which contain Residential Units of Type A, B, and C hereinafter defined and/or similar types of Residential Units, are sometimes hereinafter defined as "Mid-Rise Buildings".

Building No. 2, and any other similar buildings which may hereafter be added to the Condominium and which contain Residential Units of Type F and G hereinafter defined and/or similar types of Residential Units, are sometimes hereinafter referred to as "Townhouse Buildings".

4. DESCRIPTION OF UNITS

The Residential Units in Part 1 of the Condominium and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are shown on Sheets 2 through 9 of the Plans and are set forth in Exhibit C hereto annexed and made a part hereof. The Unit area figures set forth in Exhibit C for Residential Units of Types A, B, and C do not include the appurtenant balconies and for Residential Units of Types F and G do not include the basement space or the appurtenant stoops and patio areas. The basement floor area of the Residential Units of Type F is approximately 1334 square feet and of type G is approximately 922 square feet. The elevations with respect to mean sea level of the floors of the Units are as set forth in Exhibit D hereto annexed and incorporated herein.

All Units in Part 1 of the Condominium are of Residential Unit Types A, B, C, F or G, as hereinafter defined. All Units in Part 2 of the Condominium are of Cabana Unit Types 1 or 2, as hereinafter defined.

Each Residential Unit of Type A in Part 1 of the Condominium contains and includes an entrance foyer, a living room-dining area, a

kitchen with breakfast area, a utility-laundry room, a master bedroom and bath, and a guest bath with shower. Units of this Type located on the fourth floor include a fireplace. In addition to the foregoing, Residential Units of Type A in subsequent Addition(s) to the Condominium pursuant to Section 9 hereof may also contain a second bedroom.

Each Residential Unit of Type B contains and includes an entrance foyer, a living room-dining area with a built-in bar, a kitchen with eating counter, a utility-laundry room, a master bedroom, and a bath with separate shower and tub, a second bedroom, and a full guest bath. Units of this Type located on the fourth floor include a fireplace.

Each Residential Unit of Type C contains and includes an entrance foyer, a living room-dining area, a kitchen with built-in bar, a utility-laundry room, a master bedroom and a bath with separate shower and tub, a second bedroom, a den/bedroom off the kitchen, and a full guest bath. Certain Units of this Type include a bay window in the dining area, and Units of this Type on the fourth floor include a fireplace.

Residential Units of Type A, B and C also contain and include closets and hallways.

Each Residential Unit of Type F contains and includes an entrance foyer, a living room-dining area with built-in bar and fireplace, a kitchen with breakfast area, a powder room and a master bedroom and bath with separate shower and tub, on the first floor; and two bedrooms, a full bath, and a balcony room overlooking the living room, on the second floor.

Each Residential Unit of Type G contains and includes an entrance foyer, a living room-dining area with built-in bar and fireplace, a kitchen with breakfast area and a powder room, on the first floor; and master bedroom with fireplace and bath, with separate shower and tub and a second bedroom with full bath, on the second floor.

Residential Units of Type F and G also contain and include a full basement, an interior stairway connecting the floors of such Unit, closets and hallways, and a front entrance stoop.

Each Cabana Unit of Type 1 will contain and includes a single room.

Each Cabana Unit of Type 2 will contain and includes a single room and a bath with water closet, lavatory and shower.

The Unit Owners of any Unit may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject always to the provisions of Sections 5, 7 and 8 hereof, and, subject to the provisions of the next sentence, Unit Owners of any Unit may modify, remove and install interior non-bearing walls lying wholly within such Unit. Any and all work done pursuant to the provisions of the preceding sentence by a Unit Owner other than Declarant shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor, if required by law, and pursuant to plans and specifications which have been submitted to and approved in advance of the commencement of any of such work by the Board of Trustees of The Belmont Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed. Said Trust is hereinafter referred to as "The Belmont Condominium Trust" and said Board of Trustees and the Trustees are sometimes hereinafter referred to collectively as the "Trustees". Any Unit Owner doing such work shall be responsible for any damage to other Units or common areas and facilities caused by or attributable to such work.

Residential Units of Type A, B, and C shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Section 7 and 8 of this Master Deed and the provisions of the By-Laws of The Belmont Condominium Trust and the rules and regulations promulgated pursuant thereto, to use (a) the garage parking space or outside parking space designated for such Residential Unit in and by the deed of such Residential Unit by the Declarant to a purchaser thereof, (b) the balcony or balconies attached to such Residential Unit (and any

railings thereon and the steps thereto, if any), (c) the compressor located on the roof of any Mid-Rise Building and serving such Residential Unit, (d) the chimney serving such Residential Unit (but not the outside enclosure thereof), and (e) the electrical lines from the electrical box and the water lines from the water meter serving such Residential Unit (whether or not same are located within such Residential Unit or within the common areas and facilities adjacent to such Residential Unit). The parking space referred to in clause (a) of the preceding sentence and the structural portions of the balcony or balconies referred to in clause (b) of the preceding sentence shall be maintained and repaired as necessary by the Trustees of The Belmont Condominium Trust in accordance with provisions of this Master Deed and of the Declaration of Trust of The Belmont Condominium Trust, but the non-structural portions of the balcony or balconies referred to in clause (b), and the compressor and the chimney referred to in clauses (c) and (d), and the electrical and water lines referred to in clause (e) of the preceding sentence shall be maintained, repaired, and replaced as necessary, by and at the sole and separate expense and risk of the Owner of such Residential Unit as hereinafter provided.

In addition to and without limiting the appurtenant rights hereinbefore referred to, Residential Units in Mid-Rise Building(s) shall have appurtenant thereto and in common with all other Residential Units in Mid-Rise Building(s), the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, and the provisions of the By-Laws of The Belmont Condominium Trust and the rules and regulations promulgated pursuant thereto, to use the interior nonstructural common areas and facilities of the Mid-Rise Building(s) (collectively, the "Mid-Rise Exclusive Common Areas") including, without limitation, the entranceways, lobbies, hallways, stairways, garage parking levels (exclusive of garage parking spaces assigned to particular Unit Owners for their exclusive use), elevators, trash chutes and central compactors, central heating and ventilating equipment and systems, and all other interior non-structural common.

areas and facilities of the Mid-Rise Building(s) as shall hereafter, from time to time, be designated by the Trustees for the exclusive use and enjoyment of the owners of Residential Units in the Mid-Rise Building(s). The Mid-Rise Exclusive Common Areas referred to in the preceding sentence and said garage parking spaces shall be maintained, operated, repaired and replaced as necessary by the Trustees for the account of all owners of Residential Units in Mid-Rise Building(s) and all costs and expenses so incurred in such maintenance, operation (including utility and cleaning costs applicable to such Mid-Rise Exclusive Common Areas), repair and replacement shall be borne solely by the owners of Residential Units in Mid-Rise Building(s). The percentage share of the costs and expenses referred to in this paragraph for each owner of a Residential Unit in Mid-Rise Building(s) shall be computed by multiplying the whole of such costs and expenses by a fraction, the numerator of which is the Unit's percentage interest in the common areas and facilities of the Condominium and the denominator of which is the aggregate total of all percentage interests in the common areas and facilities of the Condominium of all Residential Units in Mid-Rise Building(s).

Residential Units of Type F and G shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Section 7 and 8 of this Master Deed and the provisions of the By-Laws of The Belmont Condominium Trust and the rules and regulations promulgated pursuant thereto, to use (a) the garage or outside parking space designated for such Residential Unit in and by the deed of such Residential Unit by the Declarant to a purchaser thereof, (b) the stoop adjacent to the front door of such Unit, (c) the chimney serving such Residential Unit (but not the outside enclosure thereof), (d) the compressor serving such Residential Unit and the concrete pad on which it rests, (e) the electrical lines from the electrical box and the water lines from the water meter serving such Residential Unit (whether or not same are located within such Residential Unit or within the common areas and facilities adjacent to such Residential Unit), and (f) such front

and/or rear courtyard areas adjacent to such Residential Unit as are shown on the Plans or are specified in the deed of such Residential Unit by the Declarant to a purchaser thereof and any perimeter fences of such courtyard areas. The outside parking spaces and the structure of the garages referred to in clause (a) of the preceding sentence (but not interior facilities, the doors, door openers, windows and all other non-structural portions of such garages), shall be maintained and repaired as necessary by the Trustees of The Belmont Condominium Trust in accordance with provisions of this Master Deed and of the Declaration of Trust of The Belmont Condominium Trust, but all of the other facilities referred to in clauses (b), (c), (d), (e) and (f) of the preceding sentence, and the interior facilities, doors, door openers, windows and all other non-structural portions of such garages, shall be maintained, repaired, and replaced as necessary, by and at the sole and separate expense and risk of the Owners of such Residential Units as hereinafter provided.

Cabana Units may be sold only to Residential Unit Owners, except as provided in Section 9D(8) hereof.

Each Cabana Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Section 7 and 8 of this Master Deed and the provisions of the By-Laws of The Belmont Condominium Trust and the rules and regulations promulgated pursuant thereto, to use the deck area adjacent to such Cabana Unit and designated as a "Cabana Deck" on the plans to be recorded when this Master Deed is amended to include Part 2 of the Condominium, pursuant to Section 9 hereof. The Cabana Decks shall be maintained and repaired as necessary by the Trustees of The Belmont Condominium Trust in accordance with the Declaration of Trust thereof.

The boundaries of the Residential Units of Type A, B and C (as well as other similar Residential Units which may be added to the Condominium), with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

(i) Floors: The upper surface of the concrete floor.
(ii) Ceilings: The plane of the lower surface of the metal furring channel above the ceiling.

(iii) Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs or the concrete block wall.

(iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or the concrete block wall; as to doors, the exterior surface thereof, and door glass and door frames and as to windows, the exterior of the glass and of the window frames.

The boundaries of the Residential Units of Type F and G (as well as other similar Residential Units which may be added to the Condominium) with respect to the floors, roofs, and the walls, doors and windows thereof are as follows:

(a) Floors: The upper surface of the concrete basement floor.

(b) Roofs: In flat ceiling areas, the plane of the lower surface of the ceiling joists; and in sloped ceiling areas, the surfaces facing such Unit of the roof rafters, support beams, or bottom chord of trusses.

(c) Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs.

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or of the concrete wall in basement areas; as to doors, the exterior surface thereof and of door glass and door frames; and as to windows, the exterior surface of the glass and of the window frames.

The boundaries of Cabana Units of Type 1 and 2 with respect to the floors, roofs, and the walls, doors and windows thereof are as follows:

(a) Floors: The upper surface of the first layer of wooden subfloor.

- (b) Roofs: The plane of the lower surface of the roof rafters or support beams.
- (c) Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs.
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof and of door glass and door frames; and as to windows, the exterior surface of the glass and of window frames.

The exterior of all exterior doors and door frames, door hardware, and the exterior surface of all windows and window frames of Residential Units and Cabana Units shall be maintained, repaired, and replaced as necessary, by and at the sole and separate expense and risk of the Owners of such Units having the exclusive right and easement to the use thereof as herein provided.

All maintenance, repair and replacement required herein to be performed by and at the sole and separate expense of Unit Owners shall be performed and conducted in accordance with the provisions and restrictions set forth herein, and in The Belmont Condominium Trust or the rules and regulations pursuant thereto. If the Owner of any Unit shall fail or neglect so to maintain, repair and replace any facility or item required herein in a proper manner, or if the Owner of any Unit shall fail to perform any other work or take any action required to be done or taken pursuant to this Master Deed, The Belmont Condominium Trust, or the rules and regulations promulgated pursuant thereto, the Trustees may, but shall not be required to, do so and charge such Unit Owner for the costs thereof, for which such Unit Owner shall be liable in addition to such Owner's share of the common expenses, and until such charges are paid by the such Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of said Chapter 183A.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees of The Belmont Condominium Trust may, in the exercise of their discretion, require established

levels of maintenance and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein to so maintain, repair and replace and the Trustees may reasonably regulate and control and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

If the Owner of any Residential Unit in a Mid-Rise Building shall fail to pay or reimburse the Trust for such Unit Owner's share of the costs and expenses incurred in maintaining, operating, repairing and replacing the Mid-Rise Exclusive Common Areas, such Unit Owner shall be liable for his share of such costs and expenses in addition to such Owner's share of the common expenses as defined in the Declaration of Trust, and until such share is paid by such Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of said Chapter 183A.

5. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities of the Condominium comprise and consist of (a) the land described in Section 2 above as included in the Condominium, together with the benefit of and subject to the rights and easements referred to herein and in Exhibit A and including the reversionary estate in Sub-Parcel A1, subject to the Sub-Parcel A1 Phasing Lease, and subject to the provisions of Section 9 hereof; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior structural or bearing walls, walls dividing Units from other Units or from common areas and facilities (but not including non-bearing walls within Units), and roofs of the Buildings; (c) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, fire protection systems equipment and other facilities for the furnishing of utilities and services which are contained in portions of the Buildings contributing to the structure or support 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, (d) the entrance gatehouse and the yards, courtyard areas, lawns, driveways, plants, and walkways on said land and the

improvements thereon and thereof; (e) the beach and such floats, docks and similar waterfront facilities, and all other recreational facilities (existing or future) on the Condominium premises, (the right to construct and install the same being hereby reserved to the Declarant and conferred upon the Trustees of The Belmont Condominium Trust without the consent of any Unit Owner and subject to the rights and powers of the Trustees of The Belmont Condominium Trust provided for herein and in the Declaration of Trust); (f) the outdoor swimming pool, and those facilities within Buildings No. 3 and 4, exclusive of the Cabana Units (Note: the apartment in Building No. 3, to be shown on the plans to be recorded when this Master Deed is amended to include Part 2 of the Condominium pursuant to Section 9 hereof, is subject to the right of the Trustees in their sole discretion to designate and restrict the use thereof without the consent of any Unit Owner); (g) the outside parking spaces and garages on said land; (h) the entire garage level of any Mid-Rise Building(s), including without limitation the storage rooms, mechanical rooms, central compactor rooms, electrical and telephone rooms, elevator lobbies and elevator machine rooms; (i) the entrance lobbies and hallways of any Mid-Rise Building(s) and the fire extinguishers, safety lights, lighting fixtures, carpeting and other features and facilities therein; (j) any elevators and elevator shafts of any Mid-Rise Building(s); (k) any trash chutes and central compactors in any Mid-Rise Building(s); (l) any balconies appurtenant to the Residential Units in any Mid-Rise or Townhouse Building(s) (and any railings thereon and the steps thereto, if any), and the Cabana Decks appurtenant to Cabana Units; (m) the compressors serving Residential Units; (n) central heating and ventilating equipment and systems of any Mid-Rise Building(s); and (o) all other elements and features of the Condominium property, however designated or described, excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary contained in this Section 5, the said common areas and facilities are subject to: (i) such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provision of this Master Deed; (ii) Section 9 of this Master Deed; (iii) the easements referred to in Exhibit A hereto; and (iv) provisions of the By-Laws of The Belmont Condominium Trust and to rules and regulations pursuant thereto. The Trustees shall have the right to adopt rules and regulations limiting the use of common areas and facilities to Units within one or more Buildings.

Each Residential Unit shall, in and by the deed thereof from the Declarant to the purchaser thereof, be assigned the exclusive right to use at least a portion of a garage, one garage parking space, or one outside parking space (hereinafter collectively, the "parking spaces"). Declarant reserves the right, in its sole discretion, to assign or sell for its own account, or to reserve for such assignment or sale, to particular Unit Owners the exclusive right to use parking spaces not assigned by Declarant in deeds to Residential Unit Owners. Any parking spaces not sold, assigned, let, leased or reserved (or reserved for future sale, assignment, letting or leasing) by Declarant pursuant to the preceding sentence or pursuant to Section 7 hereof may from time to time be assigned to particular Unit Owners by the Trustees of The Belmont Condominium Trust for such periods and for such monthly charges as said Trustees may in their discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such additional spaces, if any, are not so assigned, the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with said By-Laws and rules and regulations. Subject to the rights of the Declarant pursuant to Section 7 hereof, the Trustees may in their discretion assign lockers in Building No. 3 and storage spaces in the storage areas and storage rooms of the Condominium to particular Unit Owners for such periods and for such fees as said Trustees may in their reasonable discretion determine, all such charges to constitute

common funds upon receipt by the Trustees, provided, however, that lockers shall not be assigned to Owners of Cabana Units. Storage areas and storage rooms of the Condominium in which storage spaces are not so assigned to Unit Owners shall be used for storage or such other purposes as the Trustees shall determine.

Said Trustees may in their discretion designate, with respect to each Unit, or any thereof, a portion or portions of the common land for the exclusive use of the Owner of such Unit for landscaping and gardening purposes in accordance with plans approved by the Trustees. Each land area so designated and each locker and storage spaces so assigned (in addition to the facilities referred to in the thirteenth, fourteenth and fifteenth paragraphs of Section 4 hereof) shall be properly maintained by the Owner of such Unit at such Owner's expense, subject to and in accordance with said By-Laws and rules and regulations, pursuant to which said Trustees may, if any of the same are not so properly maintained, undertake the maintenance thereof and charge such Unit Owner the cost thereof for which such Unit Owner shall be liable in addition to his share of the common expenses, and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of said Chapter 183A.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owner of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common areas and facilities of the Condominium, subject always, however, to (i) such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provision of this Master Deed; (ii) Section 9 of this Master Deed; (iii) the easements referred to in Exhibit A hereto; and (iv) provisions of the By-Laws of The Belmont Condominium Trust and to rules and regulations pursuant thereto.

The Trustees shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purposes of operations inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof; and the Trustees may, for such purpose, require each Unit Owner to deposit a key to each Unit with the Trustees.

The Trustees shall also have, and are hereby granted, the exclusive rights to maintain repair, replace, add to and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, other than common areas and facilities, the exclusive benefit of which is for a particular Unit Owner as hereinelsewhere provided, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance. The Trustees shall have the right to use and to draw water from sillcocks belonging to Units; provided that the Trustees shall reimburse Unit Owners for the reasonable costs, as determined by the Trustees, of water so drawn and charged to Unit Owners.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a Building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any Building, any Unit, and any adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the

maintenance thereof shall exist so long as the subject Building shall stand.

6. PLANS

The Site Plan (Sheet 1 of the Plans), showing the Buildings in Part 1 of the Condominium, and the floor plans of the Buildings and Units included in Part 1 of the Condominium (Sheets 2 through 9 of the Plans), showing the layout, location, Unit designations and dimensions of the Units, and each bearing the verified statement of a registered land surveyor or architect stating that the Plans fully and accurately depict the same as built, are recorded herewith, and consist of the following:

Sheet 1 - Site Plan.

Sheet 2 - Building No. 1 - Garage Level Floor Plan

Sheet 3 - Building No. 1 - First Floor Plan (Beach Level)

Sheet 4 - Building No. 1 - Second Floor Plan

Sheet 5 - Building No. 1 - Third Floor Plan

Sheet 6 - Building No. 1 - Fourth Floor Plan (Penthouse)

Sheet 7 - Building No. 2 - Basement Floor Plan

Sheet 8 - Building No. 2 - First Floor Plan

Sheet 9 - Building No. 2 - Second Floor Plan

With respect to land and/or buildings which may be added to the Condominium pursuant to Section 9 hereof, this Master Deed will be amended pursuant to said Section 9 at the time or times that such land and/or buildings are included in the Condominium, and each such amendment shall be recorded with said Registry of Deeds, together with a set of floor plans of each building in each such addition, showing the layout, location, Unit designations, and dimensions of the Units, and bearing the verified statement of a registered architect or engineer or land surveyor that said plans fully and accurately depict the same as built.

7. USE

The purposes for which the Buildings, the Units and other facilities (which terms shall include additional Buildings and facilities hereinafter added to the Condominium, and the Units and other facilities therein, as and when the same are included in the

Condominium pursuant to Section 9 hereof), are intended to be used are as follows:

A. Each of the Residential Units is intended to be used solely for single family residence purposes and each of the Cabana Units is intended to be used solely for purposes related to the use of the beach, the outdoor swimming pool and other recreational facilities of the Condominium, subject to the restrictions set forth in the following Section 8; provided, however, that such Units may be used (a) by the Declarant hereof, for other purposes pursuant to provisions of the following Section 7D, and (b) for such other purposes as shall be approved in writing by the Trustees of The Belmont Condominium Trust.

B. The parking spaces are intended to be used for the parking of private passenger cars of occupants of Units in the Condominium and not for trucks or other vehicles or storage except with the prior written permission of the Trustees of The Belmont Condominium Trust. The Owner of a Unit may lease or otherwise grant the right of use of the parking space appurtenant to such Unit to an Owner of another Unit in the Condominium, but not to any other person or entity.

C. Any and all common recreational facilities from time to time included in the Condominium are intended to be used for the private recreation and enjoyment of the Owners of the Condominium Units and their families and guests, subject to provisions of the By-Laws of The Belmont Condominium Trust and to rules and regulations promulgated pursuant thereto, and subject to the provisions of the following Section 8; provided, however, that such common recreational facilities or portions thereof may be used (a) pursuant to the provisions of the following Section 7D, by the Declarant hereof and by other persons or entities from time to time

designated by Declarant, whether or not such other persons or entities are Unit Owners in the Condominium, and (b) for such other purposes as shall be approved in writing by the Trustees of The Belmont Condominium Trust.

D. Notwithstanding the foregoing provisions of this Section 7, and the provisions of the following Section 8, the Declarant hereof may, for its own account,

(a) let or lease Residential or Cabana Units which are owned by it;

(b) sell, assign, let, lease, or reserve (or reserve for future sale, assignment, letting, or leasing) the exclusive right to use parking spaces in the Condominium (other than spaces appurtenant to Units theretofore or thereafter sold) and lockers in Building No. 3 (other than lockers theretofore or thereafter assigned to Unit Owners) to residents of Parcels C and D, whether or not such Parcels are made part of the Condominium, or to such persons or entities who are permitted to use the common recreational facilities pursuant to clause (a) or (c) of this sentence;

(c) let, lease, license or otherwise permit persons or entities (whether or not such persons or entities are Unit Owners) to use, from time to time on a seasonal or other basis, as Declarant in its sole discretion may determine, any or all the common recreational facilities of the Condominium, provided, however, that, subject to Declarant's rights under Section 13B of this Master Deed, Declarant's rights under this clause (c) shall terminate upon sale by the Declarant of the maximum number of Residential Units permitted pursuant to Section 9 hereof, or at such earlier time as the Declarant shall acknowledge in writing that it has waived any right to add Residential Units to the Condominium pursuant to said Section 9 and

that is has sold all of the Residential Units
theretofore added;

(d) use any Units owned or leased by it as models,
offices, and/or storage areas or otherwise, for purposes
of construction, promotion, sale or leasing of Units, or
for any other lawful purpose, and use Building No. 4, or
portions thereof, for office and meeting purposes and
for purposes of promotion, sale or leasing of Units; and

(e) reserve any parking spaces (other than spaces
that are appurtenant to the Units theretofore or
hereafter sold) for prospective purchasers and/or
lessees of unsold Units, or for visitors.

In no event shall more than 203 families (and their
guests), less Residential Unit Owner families, be granted
rights to use the common recreational facilities at any one
time pursuant to clauses (a) or (c) of the preceding
sentence, pursuant to Section 13B hereof, or pursuant to
Section 9D(8) hereof. Persons or entities permitted to use
such common recreational facilities who are not Unit Owners
shall have the right to use for their private recreation and
enjoyment, in common and on an equal basis with Unit Owners
such common recreational facilities, and the right to
traverse the common areas of the Condominium, subject to such
reasonable rules, regulations, restrictions and requirements
as may from time to time be promulgated by the Trustees of
The Belmont Condominium Trust, and subject to such agreements
with respect thereto, consistent with such rules,
regulations, restrictions and requirements, as may from time
to time be made and entered by and between said Trustees and
Green Belmont, Inc., or its successors or assigns; provided,
however, that for the use of such common recreational
facilities there shall be paid to The Belmont Condominium
Trust by such users such amounts as shall from time to time
be a fair and equitable proportion of the costs of operation,
maintenance and repair of said common recreational facilities.

8. RESTRICTIONS ON USE

Said Residential Units and the common areas and facilities of the Condominium shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees of The Belmont Condominium Trust, pursuant to provisions of the By-Laws thereof, hereinafter referred to, (a) no such Unit shall be used for any purpose other than as a dwelling for one family or for no more than two unrelated persons, provided that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and provided further that said Trustees shall have the right to regulate the maximum number of occupants of any Unit, and (b) no business activities of any nature shall be conducted in any such Unit, except (i) as provided in paragraph D of Section 7 hereof, and (ii) that a person residing in any such Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients.

Said Cabana Units shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Trustees of The Belmont Condominium Trust, pursuant to provisions of the By-Laws thereof, hereinafter referred to, (a) no such Unit shall be used for any purpose other than for changing clothes and lounging by such Unit Owners, their families and social guests, and for no other purposes without the written approval of the Trustees, provided, however, that in no event shall Cabana Units be use for dwelling purposes, and (b) no business activities of any nature shall be conducted in any such Unit, except as provided in paragraph D of Section 7 hereof. The Cabana Units may be used only during such days and hours as the Trustees shall from time to time designate, provided, however, that the use of the Cabana Units shall not be prohibited during daylight hours in the months June through September. Subject to the provisions of this Section 8 and Section 7 hereof, the Trustees of The Belmont Condominium Trust may from time to

time promulgate such other reasonable rules and regulations restricting and regulating the use, maintenance and appearance of the Cabana Units as the Trustees consider to be necessary or appropriate for the use and enjoyment by all Residential Unit Owners of the common recreational facilities of the Condominium.

Electric and water utilities of Cabana Units will be treated as common expenses of the Condominium as defined in the Declaration of Trust and such utilities initially shall not be separately metered to Cabana Units. No Cabana Unit owner shall install or permit to be installed in any Cabana Unit any air conditioning system or device without the written permission of the Trustees and unless the electric power therefor is separately metered or otherwise equitably apportioned in such manner as to be exclusively chargeable to the Cabana Unit Owner installing such system or device. Any such installation which may be so permitted shall otherwise be required to conform to and be subject to the provisions of this Master Deed and the Declaration of Trust pertaining to modifications, installations, and changes in Condominium Units or any parts thereof.

Said Residential Units shall be subject to the further restrictions that, unless otherwise approved in writing by the Trustees, no such Unit shall be rented, let, leased or licensed for use or occupancy by others than the Owners thereof except (i) for a period of one month or more during the months June through September or (ii) for periods of one year or more. In all instances, Units may only be so rented, let, leased or licensed to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, creed, color or national origin, nor otherwise unreasonably withheld, nor delayed by more than ten days. Except for Cabana Units sold pursuant to Section 9D(8) hereof, Cabana Units may not be so rented, let, leased or licensed except with the Residential Units to which they appertain or except to the Unit Owners of other Residential Units in the Condominium. Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall maintain

electric service in their Units in their own names. Those persons to whom such Residential Units and Cabana Units are rented, let, leased or licensed must comply with the rules and regulations of The Belmont Condominium Trust. The provisions of this paragraph are subject to the rights of Declarant set forth in Paragraph D of Section 7 hereof.

The architectural integrity of the Buildings 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 shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decalomania; or other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window, but all windows must have curtains, draperies, shades, or the like; but no such curtains, draperies, shades, or the like shall be installed or maintained unless they are white, or lined with white material, or are of such other material as shall be approved by said Trustees. This paragraph shall not be applicable to the Declarant.

All Residential Units shall be heated at all times so as to maintain minimum temperatures in such Units of 45° so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit owner fails to maintain a 45° temperature as aforesaid, the said Trustees shall have the right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of said Chapter 183A.

Said restrictions: (a) shall be for the benefit of the Owners of all the Units, and the Trustees of the said Belmont Condominium Trust as the persons in charge of the common areas and facilities; (b) shall be enforceable solely by said Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this Section 8 except such as occur during his or her Unit Ownership thereof.

9. ADDITIONS TO THE CONDOMINIUM

A. Sub-Parcel A1. Reference is made to that portion of Parcel A designated as Sub-Parcel A1 on Sheet 1 of the Plans which is subject to the Sub-Parcel A1 Phasing Lease. Pursuant to the Sub-Parcel A1 Phasing Lease, it is contemplated that there may be constructed on Sub-Parcel A1 one building containing not more than forty-eight (48) residential units, which, if built, will be added to the Condominium. Each of the units in such building shall be of a design substantially similar to that of Type A, B or C hereinbefore described or architecturally compatible therewith and such building shall be of a design substantially similar to that of Building No. 1 hereinbefore described or architecturally compatible therewith. The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed so as to include such building on Sub-Parcel A1, the units therein, and the related common areas and facilities, in this Condominium; and upon recordation of such amendment with said Registry of Deeds, such building shall be a Building of this Condominium, the residential units in such Building shall be Residential Units of this Condominium, and the elements, features and facilities designated as common areas and

facilities by the Declarant shall be common areas and facilities of this Condominium. Each Owner of a Unit within the Condominium, by the recordation of the Deed to his Unit, shall thereby have consented to such amendment to the Master Deed without the requirement or necessity of securing any further consent or execution of any further document by such Owner.

B. PART 2. Reference is made to Part 2 of the Condominium defined and described in Section 3 hereof. The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed so as to include Part 2 in this Condominium. Part 2 may be divided into, and included in the Condominium in, two separate sub-parts, one consisting of Building No. 3 and the other consisting of Building No. 4, together with their respective improvements and related common areas and facilities. Such sub-parts may be added to the Condominium in any order. Upon the recordation of such amendment with said Registry of Deeds, Building No. 3 and Building No. 4 shall be Building(s) of this Condominium, the cabana units in such Building(s) shall be Cabana Units of this Condominium, and the elements, features and facilities designated as common areas and facilities by the Declarant shall be common areas and facilities of this Condominium. Each Owner of a Unit within the Condominium, by the recordation of the Deed to his Unit, shall thereby have consented to such amendment to the Master Deed without the requirement or necessity of securing any further consent or execution of any further document by such Owner.

C. Parcels C and D. Reference is made to Parcels C and D shown on Sheet 1 of the Plans. The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this

Section 9, to amend this Master Deed, at any one time or from time to time, so as to include the whole or any portion of the land constituting Parcels C and D, together with the building(s) and other improvements which may be situated thereon, and the related common areas and facilities, in this Condominium; and upon the recordation of such amendment with said Registry of Deeds, such portion of Parcel C and/or D included in such amendment shall constitute land of this Condominium, such building(s) shall be Building(s) of this Condominium, the residential units in such Building(s) shall be Residential Units of this Condominium, and the elements, features and facilities designated as common areas and facilities by the Declarant shall be common areas and facilities of this Condominium. Each Owner of a Unit within the Condominium, by the recordation of the Deed to his Unit, shall thereby have consented to such amendment to the Master Deed without the requirement or necessity of securing any further consent or execution of any further document by such Owner. In order to facilitate the financing and construction of buildings on Parcels C and D (or any parts or portions thereof) and the subsequent inclusion thereof in the Condominium, the Declarant also reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed, at any one time or from time to time, so as to include in the common areas and facilities of this Condominium the reversionary estate under one or more condominium phasing leases into which the Declarant, as lessor therein, may enter with lessees of Declarant's selection, covering all or on any portion or part of said Parcels C and D. Such condominium phasing leases shall be substantially similar to the Sub-Parcel A1 Phasing Lease hereinbefore described. In the event the Declarant amends this Master Deed so as to include in this Condominium any

building(s) on Parcels C and D, or any portion thereof, such building(s) on Parcels C and D shall not in the aggregate contain more than ninety-nine (99) residential units; each of such units shall be of a design similar to that of Type A, B, C, F or G hereinbefore described or architecturally compatible therewith, with or without a basement, or of another design size and lay-out which is architecturally compatible with the units hereinbefore described. Either or both of said Parcels C and D may be divided into sub-parcels and included in this Condominium in whole or in part and at one or more times.

Reference is made to the fact that Parcels C and D are registered land pursuant to the provisions of Massachusetts General Laws, Chapter 185. The Declarant reserves and shall have the right, without the consent of any Unit Owner, to submit to the Land Court at any one time or from time to time, for and on behalf of itself and all Unit Owners, petition(s) for withdrawal of said Parcels C and D, or portions thereof, from the provisions of said Chapter 185 pursuant to and in accordance with the provisions of said Chapter 183A, Section 16, if and when the same are included in the Condominium. Each Unit Owner by recordation of the Deed to his Unit, shall thereby have consented to such petition(s) without the requirement or the necessity of securing any further consent or execution of any further document by such Unit Owner.

The Declarant agrees that in the event either or both of said Parcels C and D (or any part or portion thereof) are not included in the Condominium, such Parcel(s) (or part(s) or portion(s)) not so included shall not be used for retail, office, manufacturing, industrial or like commercial purposes.

D. Provisions Applicable to Additions. With respect to additions to the Condominium, whether pursuant to paragraph A, B or C above (the "Addition(s)"), the following shall apply:

(1) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to develop and construct the Addition(s), including the buildings and units to be included therein as hereinbefore set forth, and all roads, ways, utilities and other improvements and amenities thereof and thereon and/or on said Parcels A and B and serving any such subsequent part of the Condominium.

(2) The Declarant shall not amend this Master Deed so as to include additional buildings containing residential units, or so as to include Building No. 3 or Building No. 4, until the construction of same have been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A.

(3) If the Declarant has not so amended this Master Deed so as to include Parcels C and D in the Condominium within twenty (20) years after the date hereof, then the foregoing reserved rights shall terminate and be of no effect with respect to either of said Parcels C and D (or any parts or portions thereof not theretofore included in the Condominium).

(4) Nothing herein shall be deemed to obligate the Declarant to include any of Parcels C and D in the Condominium, whether or not buildings or other improvements are constructed thereon, or to complete construction of the building or other improvements on Sub-Parcel A1 referred to in Section 9A hereof.

(5) The Declarant expressly reserves and shall have the right to make such use of the common areas and facilities of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete construction of any buildings or other improvements in Part 2 or on Sub-Parcel A1 and Parcels C and D.

(6) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to assign to each residential unit which may be constructed on the Addition(s) the use of one (1) parking space at the time that the building in which each such residential unit is located is included in this Condominium. The designation of parking spaces to such residential units shall be made on the plans recorded at the time that each such residential unit is included in this Condominium.

(7) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to reserve such number of Cabana Units as the Declarant in its sole discretion shall determine for sale to purchasers of Residential Units in the Addition(s). The Declarant also reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to reserve for assignment to such purchasers who do not purchase a Cabana Unit the use of lockers in Building No. 3.

(8) Upon sale by the Declarant of the maximum number of Residential Units permitted pursuant to this Section 9, or at such earlier time as the Declarant shall acknowledge in writing that it has waived any right to add Residential Units to the Condominium pursuant to this Section 9 and that it has sold all of the Residential Units theretofore added, the Declarant shall be permitted to sell to persons or entities who are not Residential Unit Owners any Cabana Units then unsold, in accordance with the following provisions:

- (a) Before Declarant sells any such Cabana Unit(s) to non-Residential Unit Owner(s), Declarant shall first notify, the Trustees of The Belmont Condominium Trust in writing of its desire to sell said Cabana Unit(s) to non-Residential Unit Owner(s). This notice shall state the principal terms and conditions upon which the offer is to be made. At any time within thirty (30) days after receipt of such notice, said Trustees shall have the right to elect to purchase said Cabana Unit(s) upon the terms and conditions set forth in Declarant's notice. If said Trustees elect to purchase, then they shall notify Declarant thereof in writing not later than the expiration of said 30-day period, and the sale shall be consummated upon such terms and conditions within thirty (30) days of the date of said Trustees election.
- (b) If said Trustees fail or refuse to elect to purchase said Cabana Unit(s) within such 30-day period by notifying Declarant in writing of such election, Declarant may offer said Cabana Unit(s) to any other person or entity on terms and conditions which are not materially more favorable to the purchaser than those offered to said Trustees.
- (c) In the event Declarant intends to offer said Cabana Unit(s) for sale upon terms and conditions materially more favorable than those offered to said Trustees, Declarant shall first re-offer said Cabana Unit(s) to said Trustees in the manner hereinbefore set forth.

(d) If the sale to said Trustees is not consummated within said 30-day period following said Trustees' election to purchase by reason of an act or omission of said Trustees, Declarant may thereafter offer said Cabana Unit(s) to any other person or entity free of the restrictions set forth in this Section 9D(8).

(e) The foregoing right of first refusal shall no longer be applicable to a Cabana Unit, once such Cabana Unit shall have been sold in accordance with the provisions of this Section 9D(8).

(9) Upon completion and inclusion in the Condominium of the maximum number of Residential Units or Cabana Units permitted hereunder, or at such earlier time as the Declarant shall acknowledge in writing that it has waived any further right to add Cabana Units or Residential Units to the Condominium pursuant to this Section 9, the Declarant and the Trustees shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section 9, to execute and record a Restated Master Deed of The Belmont Condominium comprising and consolidating Part 1, Part 2 and all such subsequent Addition(s) as if the entire Condominium, including all of such Addition(s), were then and thereby established as a completed condominium upon and pursuant to the provisions applicable thereto as set forth in this Master Deed and in the amendments by which such subsequent Addition(s) are included, and in any other amendments hereto which have been duly made and recorded, and setting forth a schedule of such parking space assignments, which Restated Master Deed shall thereupon supercede this

Master Deed and all such amendments and shall be and constitute the Master Deed of The Belmont Condominium as so completed.

E. Percentage Interests of Units in Common Areas and Facilities. Each Unit in Part 1 of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit E, annexed hereto and made a part hereof, for so long as the only Units in the Condominium are those comprised in said Part 1. From and after the inclusion(s) in this Condominium of other building(s) containing residential units or of Building No. 3 or Building No. 4, pursuant to and in accordance with provisions of the foregoing provisions of this Section 9, which inclusion(s) may occur in any sequence, the percentages to which Units in Part 1 are entitled shall be reduced accordingly, and the percentage to which Units in Part 1, and in each addition to the Condominium subsequently included therein, shall at all times be in accordance with the provisions of said Chapter 183A and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities to which the Units in Part 1 and each Addition to the Condominium shall be entitled after the inclusion of other Addition(s) to the Condominium shall be determined in the manner hereinafter specified, to wit:

- (1) For purposes of the computation of such percentages, the following definitions shall be used:
 - (a) Na, Nb, Nc, Nf, Ng, Ncab1 and Ncab2 shall mean the aggregate number of Units of Type A, Type B, Type C, Type F, Type G, and Cabana Units of Type 1 and Type 2, respectively, then included in the Condominium.

- (b) Ba shall mean 4.57, Bb shall mean 4.86, Bc shall mean 5.63, Bf shall mean 6.54, Bg shall mean 6.07, Bcab1 shall mean .46, and Bcab2 shall mean .72, which figures are the base percentages for Units of Type A, Type B, Type C, Type F, Type G, and Cabana Units of Type 1 and Type 2, respectively, and which base percentages have been determined to be proportional to the fair values of the Units of said Types.
- (c) S shall mean the sum of Na times Ba, plus Nb times Bb, plus Nc times Bc, plus Nf times Bf, plus Ng times Bg, plus Ncab1 times Bcab1 plus Ncab2 times Bcab2.
- (d) Pa, Pb, Pc, Pf, Pg, Pcab1 and Pcab2 shall mean the percentage of individual interest to which each Residential Unit of Type A, Type B, Type C, Type F, Type G, and each Cabana Unit of Type 1 and Type 2, respectively, is entitled after the inclusion(s) in this Condominium of other building(s) containing Units.

(2) Upon the inclusion(s) pursuant to and in accordance with the provisions of this Section 9, each of Pa, Pb, Pc, Pf, Pg, Pcab1 and Pcab2 shall be computed by dividing S into 100 times Ba, Bb, Bc, Bf, Bg, Bcab1 and Bcab2, respectively; provided, however, that (a) the percentage figures so determined for Pa, Pb, Pc, Pf, Pg, Pcab1 and Pcab2 shall be rounded to the nearest one-thousandth (taking 5/10,000 as a major fraction), and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the amendment of the

Master Deed by which the addition resulting in such change of percentages is added to the Condominium.

(3) For purposes of this Section 9, each Unit in Addition(s) to the Condominium containing Residential Units shall be designated as the Residential Type (A, B, C, F or G) which such Unit most nearly resembles in floor area and layout, as determined by the Declarant, with suitable additional type coding designations.

10. AMENDMENT

This Master Deed may be amended by an instrument in writing:

(a) signed by the Owners of 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 The Belmont Condominium Trust; and (c) duly recorded with said 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 or adversely affects a Unit Owner's exclusive right to use a common area and facility as provided herein shall be of any force or effect unless the same has been signed by the Owner(s) of the Unit so altered or whose exclusive right is so affected.

C. Except as provided in, and in accordance with, provisions of Section 9 of this Master Deed, 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 of the Units and said instrument is therein designated as an Amended Master Deed.

D. No instrument or amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon shall be of any force or effect unless the same has been assented to by such holder, but an amendment of the Master Deed pursuant to Section 9 hereof reducing the undivided Unit percentages shall not be treated as an instrument impairing the security of any mortgage.

E. Nothing in this Section 10 contained, and no amendment adopted pursuant hereto, shall be deemed or construed to vitiate or impair (a) the rights reserved to the Declarant in and by provisions of Section 9 of this Master Deed to amend this Master Deed without the consent of any Unit Owner, so as to include Addition(s) in this Condominium in the manner provided in said Section 9, or (b) the rights conferred upon the Declarant in and by Section 13 and other provisions of this Master Deed.

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

11. THE BELMONT CONDOMINIUM TRUST

A Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the The Belmont Condominium Trust under Declaration of Trust, of even date and record herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder as set forth in said Exhibit E. The original and present Trustees thereof are: Neil Glynn, Alan J. Green, and Donald K. Kurson.

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

12. RIGHT OF FIRST REFUSAL

If the Unit Owners shall at any meeting of Unit Owners duly called and held vote (by a majority in interest) to establish a right of first refusal, the Trustees shall, within thirty days of said vote, record with said Registry of Deeds a certificate setting forth the resolution so voted and attesting to its adoption. From the date of said recording and thereafter, until such vote is rescinded and a certificate setting forth said vote of rescission and attesting to its adoption is so recorded by the Trustees (which certificate the Trustees shall so record within thirty days of said vote), (but if rescinded, the right of first refusal may be readopted by similar vote), the Trustees of The Belmont Condominium Trust shall have a right of first refusal with respect to all sales of Condominium Units, and to that end, no Owner of any Unit shall sell or convey the same to any person other than a spouse, child or grandchild of such Owner unless: (a) said Owner has received a bona fide offer to purchase the same; (b) said Owner has given said Trustees written notice stating the name and address of the offeror and the terms and conditions of said offer, and the encumbrances subject to which the Unit is to be conveyed, and containing an offer by said Owner to sell said Unit to said Trustees on the same terms and conditions as said bona fide offer; and (c) said Trustees shall not, within thirty (30) days after the giving of such notice, have given said Owner written notice of the election of said Trustees or their nominee to purchase said Unit in accordance with said offer. In the event that said Trustees or their nominee shall so elect to purchase, the deed shall be delivered and the consideration paid at said Registry of Deeds at 11:00 a.m. on the thirtieth (30th) day after the date of the giving of such notice of election to purchase.

In the event that said Trustees shall not so elect to purchase, said Trustees shall execute and deliver to said owner a

certificate (which may conclusively be relied upon) certifying: (i) that said Trustees have received notice of such bona fide offer and has declined to purchase said Unit, and (ii) that said owner has effectively complied with this Section 12. Said Owner shall be free thereafter to sell and convey said Unit to the offeror named in said owner's notice, at a price not lower than that specified therein, but said owner shall not sell or convey said Unit to any other person or at any lower price without again offering the same to said Trustees. The provisions of this Section shall not be construed to apply to: (i) bona fide mortgages of any Unit or to sales or other proceedings for the foreclosure thereof or (ii) sales by the Declarant. For the purposes of this Section 12, a lease or tenancy or occupancy agreement for a term of more than five (5) years shall be deemed to be a sale, and said Trustees shall have a right of first refusal with respect to any such lease, tenancy or occupancy, exercisable in the manner aforesaid insofar as applicable. The rights of first refusal hereunder shall not be exercised so as to restrict Unit Ownership, use or occupancy of Units because of race, creed, color, sex, religion or national origin. No Unit Owner shall be liable for any breach of the provisions of this Section 12 except such as occur during his or her Unit Ownership thereof.

Notwithstanding the foregoing provisions of this Section 12, for such periods of time as the Declarant shall own any Units in the Condominium, the right of first refusal shall not be adopted without the prior written approval of the Declarant.

13. RESERVATION OF RIGHTS AND EASEMENTS

Notwithstanding anything to the contrary hereinbefore contained, Green Belmont, Inc., the Declarant hereof, hereby reserves to itself and its successors and assigns, as appurtenant to the land shown as Parcels C and D on Sheet 1 of the Plans, the following rights and easements, to wit:

A. To lay out, construct, maintain, repair and use, for all purposes for which streets and ways are now or may hereafter customarily be used in said Harwich, one or more

access ways extending from the ways shown on Sheet 1 of the Plans, at any locations along said ways, to Parcels C and/or D and to use said ways shown on said Sheet 1 for the aforesaid purposes, in common with the Unit Owners of The Belmont Condominium.

B. To grant to occupants of residences at any time constructed and situated on the land to which these rights are appurtenant and their families and guests, whether or not such land is made a part of this Condominium pursuant to the provisions hereof, the right to use for their private recreation and enjoyment, in common and on an equal basis with those entitled thereto pursuant to provisions of this Master Deed, the beach, swimming pool and all other common recreational facilities (existing or future) of the Condominium, and the right to traverse the common areas of the Condominium, subject to such reasonable rules, regulations, restrictions and requirements as may from time to time be promulgated by the Trustees of The Belmont Condominium Trust, and subject to such agreements with respect thereto, consistent with such rules, regulations, restrictions and requirements, as may from time to time be made and entered by and between said Trustees and Green Belmont, Inc., or its successors or assigns; provided, however, that for the use of such beach, swimming pool, and all other common recreational facilities (existing or future) of the Condominium by occupants of residences on the land to which these rights are appurtenant and their families and guests there shall be paid to The Belmont Condominium Trust by such users (or by their organization if a separate condominium or other entity is created) such amounts as shall from time to time be a fair and equitable proportion of the costs of operation, maintenance and repair of said beach, swimming pool and other common recreational facilities.

14. GRANT OF RIGHTS AND EASEMENTS

Green Belmont, Inc., the Declarant hereof, hereby grants to Unit Owners of The Belmont Condominium, as appurtenant to the Units from time to time included in the Condominium, and their families and guests, the nonexclusive right and easement to use for their private recreation and enjoyment, in common and on an equal basis with Green Belmont, Inc., its successors and assigns, and any other persons and entities to whom such rights may be granted in the future, the tennis courts to be situated on Parcel C and the right to traverse by foot for access to such tennis courts such areas on Parcel C as may from time to time be designated by Green Belmont, Inc., or its successors and assigns, subject to such reasonable rules, regulations, restrictions and requirements as may from time to time be promulgated by Green Belmont, Inc., or its successors and assigns; provided, however, that for the use of such tennis courts there shall be paid to Green Belmont, Inc., or its successors and assigns by such users (or by the Trustees of The Belmont Condominium Trust) such amounts as shall from time to time be a fair and equitable proportion of the costs of operation, maintenance and repair of such tennis courts, which proportion shall be determined in the first instance by Green Belmont, Inc. in its reasonable discretion.

15. MISCELLANEOUS

A. The Units and the common areas and facilities, and the Unit Owners and the Trustees of The Belmont Condominium Trust shall have the benefit of and be subject to the provisions of said Chapter 183A of the Massachusetts General Laws, and in all respects not specified in this Master Deed or in said Declaration Of Trust of the said Belmont Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other, and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities,

and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions of this Master Deed conflict with the provisions of said Chapter 183A, the provisions of said Chapter 183A shall control.

B. In the event there are unsold Units, the Declarant shall have the same rights and obligations as owner of unsold Units as any other Unit owner.

C. All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

D. 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.

E. Reference in this Master Deed to the Declarant shall mean Green Belmont, Inc. and its successors and assigns. The Declarant specifically reserves the right to assign all of its right, title and interest hereunder, provided that any such successor to the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed.

F. 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.

G. 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 of the provisions of this Master Deed shall continue in full force and effect, as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, Green Belmont, Inc. has caused this Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, as of the day and year first above written.

GREEN BELMONT, INC.

By Alan J. Green

Alan J. Green, President

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF Suffolk)

November 19, 1979

Then before me personally appeared the above-named ALAN J. GREEN, to me personally known, who, being by me duly sworn, did say that he is President of GREEN BELMONT, INC., and did acknowledge the foregoing instrument to be the free act and deed of said corporation.

Robert A. Biunno

Notary Public

My commission expires: 11/9/84

Exhibit A

THE BELMONT CONDOMINIUM (Part 1)

PARCEL A

The premises contained in Part 1 of The Belmont Condominium consist of Parcels A and B as shown on Sheet 1 of the plans.

Parcel A is bounded and described as follows:

BEGINNING at a point on the Easterly side line of Belmont Road 264.50 ft. North of an iron pipe at the intersection of the side line of Chase Avenue and Belmont Road;

THENCE running S.41°-50'-05"E. 180.07 ft. to a point
THENCE turning and running S.42°-05'-50" W. 37.00 ft. to a point;

THENCE turning and running S.58°-24'-00" E. 563.00 ft. more or less to a point on the Westerly side of Herring River;

THENCE turning and running in a Southerly direction 36.00 ft. more or less to a point on a stone jetty on the Westerly side of Herring River;

THENCE continuing in a Southerly direction on the Westerly side of Herring River along the stone jetty 775 ft. more or less to Nantucket Sound;

THENCE turning and running in a Westerly direction along Nantucket Sound 470 ft. more or less to a point on the Easterly side of Belmont Road extension;

THENCE turning and running N.08°-41'-09" E. 710 ft. more or less along the Easterly side of Belmont Road extension to a point on the Southerly side of Chase Avenue;

THENCE turning and running N.85°-15'-59" E. on the Southerly side of Chase Avenue 2.59 ft. to said iron pipe;

THENCE turning and running along the Easterly side line of Belmont Road N.08°-13'-59"E. 264.50 ft. to the point of beginning.

Said Parcel A consists of and is shown as Lot 3 on Plan No. 5377-B, filed August 8, 1979 with the Land Registration Office in Boston, and approved by the Land Court in an order, dated October 30, 1979.

PARCEL B

Parcel B is bounded and described as follows:

BEGINNING at a concrete bound on the Easterly side of Riverside Drive at the property corner now or formerly of Thomas J. Harper and Green Belmont, Inc.;

THENCE running S.47°-22'-17"E. along the property lines now or formerly of Thomas J. Harper, Helen Harper and Antonie Grunschlag 361.08 ft. to a concrete bound;

THENCE turning and running S.42°-05'-40"W. along the property line now or formerly Crayton S. Nickerson, et al., 108.23 ft. to a concrete bound;

THENCE turning and running S.47°-30'-08"E. 98 ft. more or less to Herring River;

THENCE turning and running in a Southerly direction along the Westerly side of Herring River 204 ft. more or less to a point on the Westerly side of Herring River;

THENCE turning and running N.58°-24'-00"W. 563 ft. more or less to a point;

THENCE turning and running N.42°-05'-50"E. 37.00 ft. to a point;

THENCE turning and running N.41°-50'-05"W. 180.07 ft. to a point on the Easterly side line of Belmont Road;

THENCE turning and running N.08°-13'-59"E. along the Easterly side line of Belmont Road 163.56 ft. to a concrete bound;

THENCE running N.08°-48'-29"E. 108.94 ft. to a point on the Easterly side line of Belmont Road;

THENCE turning and running S.44°-37'-14"E. 130.51 ft. to a point;

THENCE turning and running N.42°-05'-50"E. 47.00 ft. to a point;

THENCE turning and running S.47°-54'-10"E. 170 ft. to a point on the Westerly side line of Riverside Drive;

THENCE turning and running S.42°-05'-50"W. along the Westerly side line of Riverside Drive 35.00 ft. to a point;

THENCE turning and running S.42°-37'-10"E. along the Southerly side line of Riverside Drive 30.13 ft. to a point;

THENCE turning and running N.42°-05'-50"E. along the Easterly side line of Riverside Drive 109.05 ft. to the point of beginning.

Said Parcel B consists of and is shown as Lot 2, Lot 4 and Lot 7, and the unregistered lot which abuts said Lot 4 on Plan No. 5377-B, filed August 8, 1979, with the Land Registration Office in Boston and approved by Land Court in an order, dated October 30, 1979.

The portion of said Parcel B shown as said Lots 2, 4 and 7 is registered land and is bounded and described as follows:

BEGINNING at a concrete bound at the property corner now or formerly of Crayton S. Nickerson, et al., and Green Belmont, Inc. 98 feet more or less from Herring River;

THENCE running S.47°-30'-08" E. 98 ft. more or less to Herring River;

THENCE turning and running in a Southerly direction along the Westerly side of Herring River 204 ft. more or less to a point on the Westerly side of Herring River;

THENCE turning and running N.58°-24'-00"W. 563 ft. more or less to a point;

THENCE turning and running N.42°-05'-50"E. 37.00 ft. to a point;

THENCE turning and running N.41°-50'-05"W. 180.07 ft. to a point on the Easterly side line of Belmont Road;

THENCE turning and running N.08°-13'-59"E. along the Easterly side line of Belmont Road 163.56 ft. to a concrete bound;

THENCE running N.08°-48'-29"E. 108.94 ft. to a point on the Easterly side line of Belmont Road;

THENCE turning and running S.44°-37'-14" E. 130.51 ft. to a point;

THENCE turning and running N.42°-05'-50"E. 47.00 ft. to a point;

THENCE turning and running S.47°-54'-10"E. 170 ft. to a point on the Westerly side line of Riverside Drive;

THENCE turning and running S.42°-05'-50"W. along the Westerly side line of Riverside Drive 35.00 ft. to a point;

THENCE turning and running S.42°-37'-10"E. along the Southerly side line of Riverside Drive 30.13 ft. to a point;

THENCE turning and running S.47°-30'-08"E. 361.05 ft. to the point of beginning.

The portion of said Parcel B which consists of the unregistered lot which abuts said Lot 4 is bounded and described as follows:

BEGINNING at a concrete bound on the Easterly side of Riverside Drive at the property corner now or formerly of Thomas J. Harper and Green Belmont, Inc.;

THENCE running S.47°-22'-17"E. along the property lines now or formerly of Thomas J. Harper, Helen Harper and Antonie Grunschlag 361.08 ft. to a concrete bound;

THENCE turning and running S.42°-05'-40"W. along the property line now or formerly of Crayton S. Nickerson et al. 108.23 ft. to a concrete bound;

THENCE turning and running N.47°-30'-08"W. 361.05 ft. to a point on the Easterly side line of Riverside Drive;

THENCE turning and running N.42°-05'-50"E. along the Easterly side line of Riverside Drive 109.05 ft. to the point of beginning.

Said unregistered lot is referred to as Parcel 4 in the Deed, dated July 26, 1978, to Green Belmont, Inc., hereinafter referred to.

Said Parcels A and B constitute a portion of the land conveyed to Green Belmont, Inc. by Deed dated July 26, 1978 of Alan J. Green, Trustee of Belmont Trust, and recorded with Barnstable County Registry of Deeds in Book 2756, Page 334, and filed with the Barnstable Registry District of the Land Court as Document No. 239185 and referred to in Certificate of Title No. 75003 filed with said Registry District.

The premises (said Parcels A and B) are subject to, and have the benefit of:

A. Title to and rights of the public and others entitled thereto in and to those portions, if any, of the Condominium premises lying within the bounds of Belmont Road, Riverside Drive, Gordon Richee Road, Chase Avenue, the Herring River and below the mean high water mark of the Atlantic Ocean (Nantucket Sound), including without limitation any and all public rights legally existing in and over such portions of the Condominium premises below said mean high water mark.

B. Rights and easements granted by Old Colony Trust Company and John S. Slater, as Executors and Trustees, to the Town of Harwich by instrument, dated April 30, 1946, filed with Barnstable Registry

District of the Land Court as Document #18716 and recorded with Barnstable Registry of Deeds in Book 3012, Page 112.

C. Taking for Belmont Road by the Board of Selectman of the Town of Harwich, dated May 16, 1955, and filed with said Registry District as Document #44079 and recorded with said Registry of Deed in Book 3012, Page 114.

D. Terms and conditions of License to extend jetty into the Herring River, dated January 22, 1895, recorded with said Registry of Deeds in Book 215, Page 462.

E. Title to and rights of the United States of America, the Commonwealth of Massachusetts and others lawfully entitled in and to those portions of the premises lying within the Atlantic Ocean (Nantucket Sound) and the Herring River.

F. Order of Conditions of the Harwich Conservation Commission, dated March 23, 1978, filed with said District of the Land Court as Document #235145, and recorded with said Registry of Deeds in Book 3012, Page 120.

G. Rights and easements in Right of Way Easement, dated October 29, 1979, granted by Green Belmont, Inc. to New Bedford Gas and Edison Light Company and New England Telephone and Telegraph Company filed with said Registry District as Document #258864 and recorded with said Registry of Deeds in Book 3005, Page 303.

H. Easements, restrictions, and agreements now or hereafter of record, provided same do not interfere unreasonably with the use and enjoyment of the Unit and the common areas and facilities for intended purposes, including without limitation an easement to be granted to the Town of Harwich relating to the Belmont Road extension.

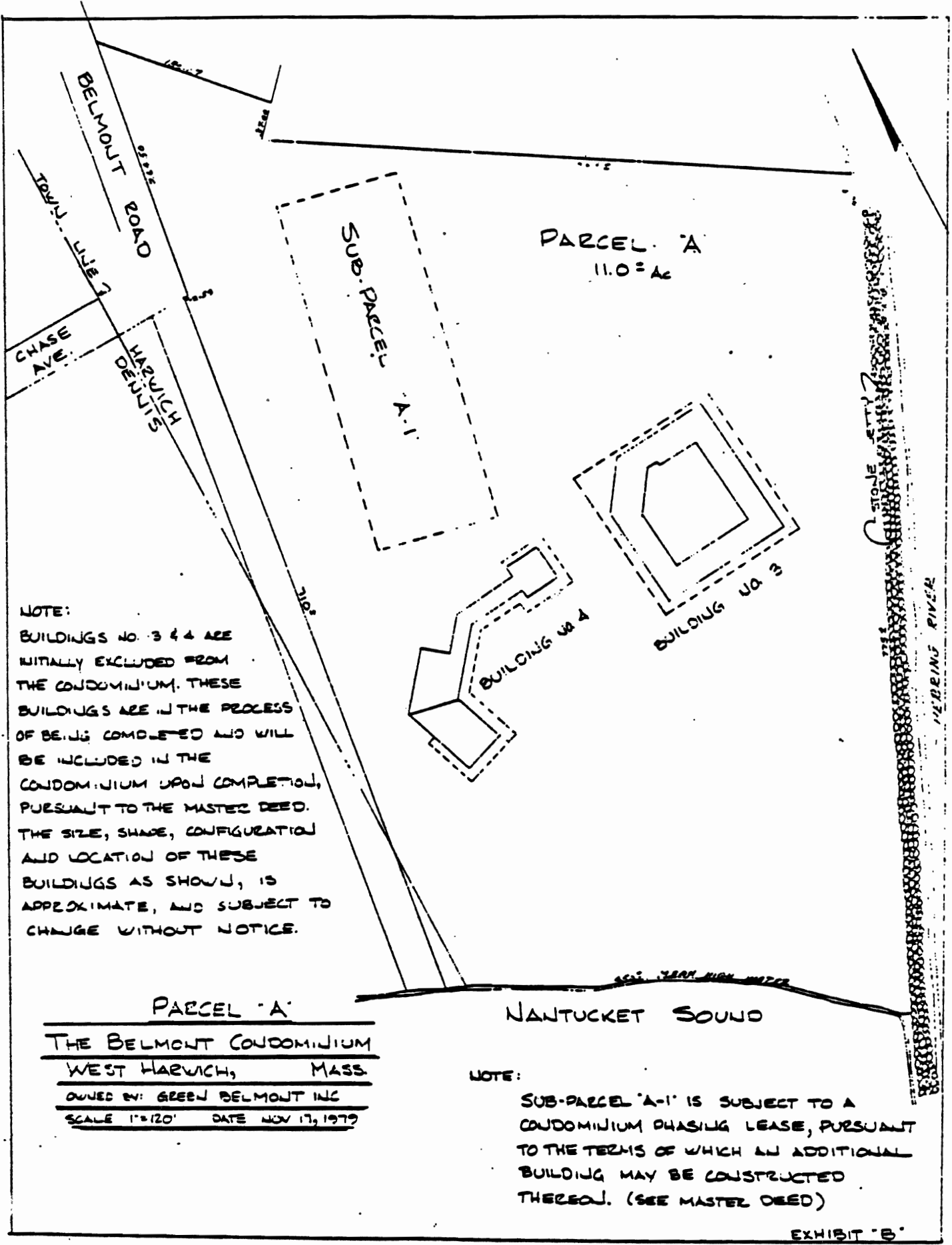
I. Provisions of existing building, zoning, and other laws.

J. Any liens for municipal betterments assessed after the date of this Master Deed.

K. The provisions of Massachusetts General Laws, Chapter 183A; this Master Deed (including, without limitation, the rights, reservations, easements and restrictions set forth in Sections 7, 8, 9, 10, 12, 13, 14 and 15 thereof); the Declaration of Trust of The Belmont Condominium Trust of even date and record with said Master Deed, the By-Laws set forth in said Declaration of Trust, and any rules and regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share(s) attributable to said Unit of expenses of the Condominium as set forth in Section 4 of said Master Deed and in said Declaration of Trust; all as amended from time to time in accordance with their terms.

L. The Condominium Phasing Lease (pertaining to Sub-Parcel A1 shown on Sheet 1 of the Plans annexed to said Master Deed) between Green Belmont, Inc., Declarant of the Master Deed, as Lessor, and Alan J. Green, Trustee, as Lessee, of even date and record herewith.

The premises are also subject to terms and conditions of Mortgage and Security Agreement, dated July 27, 1978, from Green Belmont, Inc. to First of Boston Mortgage Corporation, filed with said Registry District as Document #239186, recorded with said Registry of Deeds in Book 2756, Page 338, as amended by First Amendment to Mortgage and Security Agreement, dated August 16, 1979, filed with said Registry District as Document #258913, and recorded with said Registry of Deeds in Book 3010, Page 257; and Collateral Assignment of Rents, dated July 27, 1978, from Green Belmont, Inc. to First of Boston Mortgage Corporation, filed with said Registry District as Document #239188 and recorded with said Registry of Deeds in Book 2756, Page 352, as amended by First Amended Collateral Assignment of Rents, dated August 16, 1979, filed with said Registry District as Document #258914 and recorded with said Registry of Deeds in Book 3010, Page 254. Said Mortgage and Security Agreement and said Collateral Assignment of Rents and the amendments thereto have been subordinated to this Master Deed, said Declaration of Trust, and said Condominium Phasing Lease in a Subordination from the First of Boston Mortgage Corporation, dated November 28, 1979, and recorded herewith.



NOTE:
 BUILDINGS NO. 3 & 4 ARE INITIALLY EXCLUDED FROM THE CONDOMINIUM. THESE BUILDINGS ARE IN THE PROCESS OF BEING COMPLETED AND WILL BE INCLUDED IN THE CONDOMINIUM UPON COMPLETION, PURSUANT TO THE MASTER DEED. THE SIZE, SHAPE, CONFIGURATION AND LOCATION OF THESE BUILDINGS AS SHOWN, IS APPROXIMATE, AND SUBJECT TO CHANGE WITHOUT NOTICE.

PARCEL "A"
THE BELMONT CONDOMINIUM
WEST HARWICH, MASS.
OWNED BY: GREEN BELMONT INC
SCALE 1"=120' DATE NOV 17, 1979

NOTE:
 SUB-PARCEL "A-1" IS SUBJECT TO A CONDOMINIUM PHASING LEASE, PURSUANT TO THE TERMS OF WHICH AN ADDITIONAL BUILDING MAY BE CONSTRUCTED THEREON. (SEE MASTER DEED)

EXHIBIT "B"

EXHIBIT C

(THE BELMONT CONDOMINIUM (Part 1))

Descriptive Schedule of Units

Building Description

Unit Description and Features

<u>Bldg.</u> <u>No.</u>	<u>No. of</u> <u>Units</u>	<u>Unit</u> <u>No.</u>	<u>Type</u>	<u>No. of</u> <u>Floors</u>	<u>Floor</u> <u>Location</u>	<u>No. of</u> <u>Rooms</u>	<u>Approx.</u> <u>Sq. Ft.</u>
1	48	310	C	1	1st	6	1860
		311	B	1	1st	5	1570
		312	B	1	1st	5	1570
		313	B	1	1st	5	1609
		314	C	1	1st	6	1909
		315	A	1	1st	4	1209
		320	C	1	2nd	6	1860
		321	B	1	2nd	5	1570
		322	B	1	2nd	5	1570
		323	B	1	2nd	5	1609
		324	C	1	2nd	6	1909
		325	A	1	2nd	4	1209
		330	C	1	3rd	6	1860
		331	B	1	3rd	5	1570
		332	B	1	3rd	5	1570
		333	B	1	3rd	5	1609
		334	C	1	3rd	6	1909
		335	A	1	3rd	4	1209
		340	C	1	4th	6	1860
		341	B	1	4th	5	1570
		342	B	1	4th	5	1570
		343	B	1	4th	5	1609
		344	C	1	4th	6	1909
		345	A	1	4th	4	1209
		410	C	1	1st	6	1860
		411	B	1	1st	5	1570
		412	B	1	1st	5	1570
		413	B	1	1st	5	1570
		414	C	1	1st	6	1832

Building DescriptionUnit Description and Features

<u>Bldg. No.</u>	<u>No. of Units</u>	<u>Unit No.</u>	<u>Type</u>	<u>No. of Floors</u>	<u>Floor Location</u>	<u>No. of Rooms</u>	<u>Approx. Sq. Ft.</u>
1	48	415	A	1	1st	4	1209
		420	C	1	2nd	6	1860
		421	B	1	2nd	5	1570
		422	B	1	2nd	5	1570
		423	B	1	2nd	5	1570
		424	C	1	2nd	6	1832
		425	A	1	2nd	4	1209
		430	C	1	3rd	6	1860
		431	B	1	3rd	5	1570
		432	B	1	3rd	5	1570
		433	B	1	3rd	5	1570
		434	C	1	3rd	6	1832
		435	A	1	3rd	4	1209
		440	C	1	4th	6	1860
		441	B	1	4th	5	1570
		442	B	1	4th	5	1570
		443	B	1	4th	5	1570
		444	C	1	4th	6	1832
		445	A	1	4th	4	1209
		2	8	1	F	2	
2	G			2		6	1997
3	G			2		6	1997
4	G			2		6	1997
5	G			2		6	1997
6	G			2		6	1997
7	G			2		6	1997
8	F			2		7	2297

NOTE: First Floor of Building No. 1 is also referred to as Beach Level.
Fourth Floor of Building No. 1 is also referred to as Penthouse.

EXHIBIT D

THE BELMONT CONDOMINIUM (Part 1)

Elevations

<u>Bldg. No.</u>	<u>Unit No.</u>	<u>Elevations Above Mean Sea Level (in feet)</u>				
		<u>Basement</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Third Floor</u>	<u>Fourth Floor</u>
1		Low Point 10.25 High Point 10.75				
	310 through 315 and 410 through 415		21.95			
	320 through 325 and 420 through 425			31.95		
	330 through 335 and 430 through 435				41.95	
	340 through 345 and 440 through 445					51.95
2	1	15.74	24.49	33.50		
	2	15.74	24.49	33.70*		
	3	15.85	24.49	33.70*		
	4	15.99	24.49	33.70*		
	5	15.90	24.49	33.70*		
	6	15.85	24.49	33.70*		
	7	15.80	24.49	33.70*		
	8	15.80	24.49	33.50		

*The Level of the master bedroom in each of Units 2 through 7 in Building No. 2 is 1.80 feet higher than the level of the rest of the Second Floor.

NOTE: First Floor of Building No. 1 is also referred to as Beach Level.
Fourth Floor of Building No. 1 is also referred to as Penthouse.

EXHIBIT E

THE BELMONT CONDOMINIUM (Part 1)

Percentage Interest of Units in Common Areas and Facilities

<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Unit No.</u>	<u>Percentage Interest</u>
310	1.923	420	1.923
311	1.660	421	1.660
312	1.660	422	1.660
313	1.660	423	1.660
314	1.923	424	1.923
315	1.561	425	1.561
320	1.923	430	1.923
321	1.660	431	1.660
322	1.660	432	1.660
323	1.660	433	1.660
324	1.923	434	1.923
325	1.561	435	1.561
330	1.923	440	1.923
331	1.660	441	1.660
332	1.660	442	1.660
333	1.660	443	1.660
334	1.923	444	1.923
335	1.561	445	1.561
340	1.923		
341	1.660		
342	1.660	1	2.233
343	1.660	2	2.073
344	1.923	3	2.073
345	1.561	4	2.073
410	1.923	5	2.073
411	1.660	6	2.073
412	1.660	7	2.073
413	1.660	8	2.233
414	1.923		
415	1.561		

AMENDMENT NO. 1 OF MASTER DEED

This AMENDMENT NO. 1 of the MASTER DEED of THE BELMONT CONDOMINIUM, dated November 19, 1979, recorded with Barnstable Registry of Deeds, Book 3023, Page 189,

WITNESSETH THAT:

WHEREAS, Green Belmont, Inc., a Massachusetts corporation, having a usual place of business at 65 William Street in Wellesley, Norfolk County, Massachusetts, did by said Master Deed and as the Declarant thereof, create The Belmont Condominium, situated on Belmont Road, primarily in the Town of Harwich, with a small portion thereof in the Town of Dennis, Barnstable County, Massachusetts, pursuant to the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, Section 4 of said Master Deed provides that Residential Units of Types F and G shall have appurtenant thereto such front and/or rear courtyard areas adjacent to such Residential Unit as are (i) shown on the Plans of the Condominium, which Plans are described in said Master Deed and recorded therewith, or (ii) specified in the Deed of such Residential Unit by the Declarant of said Master Deed to a purchaser thereof, and any perimeter fences of such courtyard areas, and said Plans do not show any front and/or rear courtyard areas adjacent to the Residential Units in Building No. 2, all of which Units are of said Types F and G; and

WHEREAS, front and rear courtyard areas are, as of the date hereof, adjacent to such Residential Units in said Building No. 2;

NOW, THEREFORE, pursuant to Section 10 of said Master Deed, said Master Deed is hereby amended as follows:

1. All references in said Master Deed to the Plans as defined and described in said Master Deed shall be deemed to include the Sheet 8A hereinafter referred to.

2. The following sentence is inserted after the third sentence of the first paragraph of Section 4 of said Master Deed:

"The Unit area figures in Exhibit C for Units of Type A, B and C were determined based on measurements from the plane of the interior surface of concrete block perimeter walls of such Units and from the plane of the interior surface of the wall studs of other perimeter walls of such Units. The Unit area figures in Exhibit C for Units of Type F and G were determined based upon measurements from the center line of the perimeter walls between such Units and from the center line of the exterior perimeter walls of such Units. The foregoing basement area figures were based upon measurements from the center line of the concrete perimeter walls of each Unit basement."

3. In all other respects said Master Deed is hereby ratified and confirmed.

There is recorded herewith said Sheet 8A, entitled "The Belmont Condominium, West Harwich, Massachusetts, Building No. 2 - Courtyard Plan", dated December 19, 1979, prepared by CBT/Childs, Bertman, Tseckares & Casendino, Inc., showing the layout, location, and dimensions of the courtyards adjacent to the Units in said Building No. 2 and bearing the verified statement of a registered architect certifying that said Sheet fully and accurately depicts the layout, location, and dimensions of said courtyards, as built.

By their signatures hereto, the undersigned Green Belmont, Inc. being the owner of all of the units of said Condominium, and the undersigned Trustees, being all of the Trustees of The Belmont Condominium Trust, under Declaration of Trust, dated November 19, 1979, recorded with said Registry of Deeds in Book 3023, Page 242, hereby ratify, confirm and assent to this Amendment No. 1 of said Master Deed.

WITNESS the execution hereof under seal as of the 19th day of
December, 1979.

GREEN BELMONT, INC.

By Alan J. Green
Alan J. Green, President and
Treasurer

The Belmont Condominium Trust,
u/d/t as aforesaid

Neil Glynn
Neil Glynn, Trustee and
not individually

Alan J. Green
Alan J. Green, Trustee and
not individually

Donald K. Kurson
Donald K. Kurson, Trustee and
not individually

COMMONWEALTH OF MASSACHUSETTS
County of Worcester, ss.

December 17, 1979

Then before me personally appeared the above named Alan J. Green, to
me personally known who being by me duly sworn did say that he is
President and Treasurer of Green Belmont, Inc. and did acknowledge the
foregoing instrument to be the free act and deed of said corporation.

Notary Public
Notary Public

My Commission Expires: 1/1/80

AMENDMENT NO. 2 OF MASTER DEED

This AMENDMENT NO. 2 of the MASTER DEED of THE BELMONT CONDOMINIUM, dated November 10, 1979, recorded with Barnstable Registry of Deeds, Book 3023, Page 189.

W I T N E S S E T H T H A T :

WHEREAS, Green Belmont, Inc., a Massachusetts corporation, having a usual place of business at 65 William Street in Wellesley, Norfolk County, Massachusetts did by said Master Deed and as the Declarant thereof, create The Belmont Condominium (the "Condominium"), situated on Belmont Road, primarily in the town of Harwich, with a small portion thereof in the town of Dennis, Barnstable County, Massachusetts, pursuant to the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, said Master Deed has been heretofore amended by Amendment No. 1 of Master Deed, dated December 10, 1979, recorded with said Deeds in Book 3042, Page 291 (which Master Deed and Amendment No. 1 are hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, the Master Deed specifically excludes from the Condominium Building 3 and Building 4 (collectively referred

to therein as "Part 2") not fully completed at the date of the execution and recording thereof; Section 9 of the Master Deed provides for the completion of and inclusion in the Condominium of Building 3 and Building 4; and, pursuant to said Section 9, the Declarant reserves the right to amend the Master Deed, without the necessity of securing the consent of any Unit Owner, in order to include one or both of Building 3 and Building 4 in the Condominium, subject to and in accordance with the provisions of said Chapter 183A; and

WHEREAS, the construction of Building 3 and Building 4 has been completed consistent with the provisions of the Master Deed, including, in particular and without limitation, sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A; and

WHEREAS, the purpose of this Amendment No. 2 is to amend the Master Deed to include Building 3 and Building 4 in the Condominium and, incident thereto, to adjust accordingly the percentage of undivided interest appertaining to the Units of the Condominium, pursuant to Section 9 of the Master Deed and said Chapter 183A.

NOW, THEREFORE, pursuant to the provisions of the Master Deed and Section 8(h) of said Chapter 183A, the Master Deed is hereby amended as follows:

1. Building 3 and Building 4 and related common areas and facilities shown on the plans hereinafter referred to are hereby included in the Condominium, subject to the provisions of said Chapter 183A. All of the particulars relating to Building 3 and Building 4 as required by Section 8 of Chapter 183A and as set forth in the Master Deed are incorporated herein by reference as if set out verbatim.

2. The Site Plan recorded with the Master Deed as Sheet 1 is hereby replaced by an amended Site Plan, which amended Site Plan shows the numbers and locations of Buildings 1, 2, 3 and 4 and which shall be recorded herewith. All references in the Master Deed to the Plans as defined and described in the Master Deed (the "Plans") shall be deemed to include the amended Site Plan and the Sheets 10-11 hereinafter referred to.

3. Exhibit C annexed to, made a part of and incorporated in the Master Deed is amended by adding thereto a new page "Ex. C-3", which page is annexed hereto, made a part hereof and incorporated herein by reference.

4. Exhibit E annexed to, made a part of and incorporated in the Master Deed, which sets forth the percentage of undivided interest appertaining to the Units of the Condominium, is hereby deleted and in lieu thereof a new "Exhibit E-I" is inserted, which Exhibit E-I is annexed hereto, made a part hereof and incorporated herein by reference.

5. The Cabana Units located in Building 3 and Building 4 may be sold only to persons or entities who at the time are also Residential Unit Owners, except as provided in Section 9D(8) of the Master Deed. In the event that a Cabana Unit is sold by Declarant pursuant to said Section 9D(8), such Cabana Unit may be resold to persons or entities who are not Residential Unit Owners. If a Residential Unit Owner purchases a Cabana Unit and thereafter sells his or its Residential Unit without also selling or having previously sold his or its Cabana Unit to a Residential Unit Owner, then all rights of such former Residential Unit Owner (including, without limitation, all family members, guests, tenants, licensees and invitees of such former Residential Unit Owner) to the use and enjoyment of his or its Cabana Unit shall cease and terminate, the use and enjoyment of all Cabana Units (other than those sold by Declarant pursuant to said Section 9D(8) or let or leased by Declarant pursuant to Section 7 of the Master Deed) being intended to be limited to Residential Unit Owners in accordance with the provisions of the Master Deed. A former Residential Unit Owner may sell, rent, let, lease or license his or its Cabana Unit to another Residential Unit Owner, in which event such other Residential Unit Owner may use and enjoy the Cabana Unit in accordance with the provisions of the Master Deed although the former Residential Unit Owner may not.

6. In all other respects, the Master Deed is hereby ratified and confirmed, including, without limitation, the rights of the Declarant, without the consent of any Unit Owner, to make further additions to the Condominium and exercise any other rights reserved to or conferred upon the Declarant pursuant to Section 9 or any other provision thereof.

There is recorded herewith an amended Site Plan (Sheet 1 of the Plans), showing the numbers and locations of Buildings 1, 2, 3 and 4, and the Floor Plans of Building 3 (Sheet 10) and Building 4 (Sheet 11) showing the layout, location, unit numbers and dimensions of the units, stating the numbers of Building 3 and Building 4 (which are without names), and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor certifying that said Floor Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, as required by Section 8(f) of Chapter 183A, and which consist of three (3) sheets:

Sheet 1 - Site Plan
Sheet 10 - Building 3
Sheet 11 - Building 4

By their signatures hereto, the undersigned Green Belmont, Inc., being the Declarant and having the right to amend the Master Deed without the consent of any Unit Owner as aforesaid, and the undersigned Trustees, being all of the Trustees of The Belmont Condominium Trust, dated November 19, 1979, recorded with said Deeds in Book 3023, Page 242, do hereby ratify, confirm and assent to this Amendment No. 2 of said Master Deed.

WITNESS the execution hereof under seal as of the _____
day of _____, 1980.

GREEN BELMONT, INC.

By _____
Alan J. Green, President and
Treasurer

THE BELMONT CONDOMINIUM TRUST,
u/d/t as aforesaid

By _____
Neil Glynn, Trustee and not
individually

Alan J. Green, Trustee and
not individually

Donald K. Kurson, Trustee and
not individually

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 1980

Then before me personally appeared the above-named
Alan J. Green, to me personally known who being by me duly
sworn did say that he is President and Treasurer of Green
Belmont, Inc. and acknowledge the foregoing instrument to be
the free act and deed of said corporation.

Notary Public

My commission expires:

Building DescriptionUnit Description and Features

<u>Bldg. No.</u>	<u>No. of Units</u>	<u>Unit No.</u>	<u>Type</u>	<u>No. of Floors</u>	<u>Floor Location</u>	<u>No. of Rooms</u>	<u>Approx. Sq. Ft.</u>
3	74	C-1	1	1	1st	1	94
3	74	C-2 to C-21	1	1	1st	1	67
3	74	C-22 to C-26	1	1	1st	1	81
3	74	C-27 to C-44	1	1	1st	1	67
3	74	C-45 to C-46	1	1	1st	1	87
3	74	C-47 to C-48	1	1	1st	1	67
3	74	C-49 to C-51	1	1	1st	1	91
3	74	C-52 to C-74	1	1	1st	1	67
4	19	C-76 to C-79	2	1	1st	1-1/2	108
4	19	C-80	2	1	1st	1-1/2	110
4	19	C-81	2	1	1st	1-1/2	187
4	19	C-82 to C-94	2	1	1st	1-1/2	108

EXHIBIT E - I

THE BELMONT CONDOMINIUM (Parts 1 and 2)

Percentage Interest of Units in Common Areas and Facilities

<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Unit No.</u>	<u>Percentage Interest</u>
310	1.654	420	1.654
311	1.427	421	1.427
312	1.427	422	1.427
313	1.427	423	1.427
314	1.654	424	1.654
315	1.342	425	1.342
320	1.654	430	1.654
321	1.427	431	1.427
322	1.427	432	1.427
323	1.427	433	1.427
324	1.654	434	1.654
325	1.342	435	1.342
330	1.654	440	1.654
331	1.427	441	1.427
332	1.427	442	1.427
333	1.427	443	1.427
334	1.654	444	1.654
335	1.342	445	1.342
340	1.654		
341	1.427		
342	1.427	1	1.921
343	1.427	2	1.782
344	1.654	3	1.782
345	1.342	4	1.782
410	1.654	5	1.782
411	1.427	6	1.782
412	1.427	7	1.782
413	1.427	8	1.921
414	1.654		
415	1.342		
		c-1 to c-74	.135
		c-76 to c-94	.212

AMENDMENT NO. 3 OF MASTER DEED

This AMENDMENT NO. 3 of the MASTER DEED of THE BELMONT CONDOMINIUM, dated November 19, 1979, recorded with Barnstable Registry of Deeds, Book 3023, Page 189.

W I T N E S S E T H T H A T:

WHEREAS, Green Belmont, Inc., a Massachusetts corporation, having a usual place of business at 65 William Street in Wellesley, Norfolk County, Massachusetts did by said Master Deed and as the Declarant thereof, create The Belmont Condominium (the "Condominium"), situated on Belmont Road, primarily in the town of Harwich, with a small portion thereof in the town of Dennis, Barnstable County, Massachusetts, pursuant to the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, said Master Deed has been heretofore amended by Amendment No. 1 of Master Deed, dated December 19, 1979, recorded with said Deeds in Book 3042, Page 291, and by Amendment No. 2 of Master Deed, dated September 5, 1980, recorded with said Deeds in Book 3150, Page 111 (which Master Deed, Amendment No. 1 and Amendment No. 2 are hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, the Master Deed specifically excludes from the Condominium Parcel C and Parcel D (referred to in Sections 2 and 9 of the Master Deed and shown on the Site Plan recorded therewith); Section 9 of the Master Deed provides for the inclusion in the Condominium of Parcel C and Parcel D; and, pursuant to said Section 9, the Declarant reserves the right to amend the Master Deed, without the necessity of securing the consent of any Unit Owner, in order to include one or both of Parcel C and Parcel D in the Condominium,

including, without limitation, the reversionary estate under one or more condominium phasing leases into which the Declarant, as lessor therein, may enter with lessees of Declarant's selection, covering all or any portion or part of Parcel C and Parcel D, subject to and in accordance with the provisions of said Chapter 183A; and

WHEREAS, a portion of Parcel C is designated as Sub-Parcel C-1, another portion of Parcel C is designated as Sub-Parcel C-2, and a portion of Parcel D is designated as Sub-Parcel D-1 on the site plan, recorded herewith and entitled "Plan of Land, West Harwich, Mass.", owned by Green Belmont, Inc. and dated April 7, 1981 (the "Third Amendment Sheet 1") and Sub-Parcel C-1 is subject to the Sub-Parcel C-1 Phasing Lease, Sub-Parcel C-2 is subject to the Sub-Parcel C-2 Phasing Lease and Sub-Parcel D-1 is subject to the Sub-Parcel D-1 Phasing Lease, in accordance with the provisions of Section 9 of the Master Deed; and

WHEREAS, the purpose of this Amendment No. 3 is to amend the Master Deed to include Parcel C and Parcel D in the Condominium subject to the Sub-Parcel C-1 Phasing Lease, the Sub-Parcel C-2 Phasing Lease and the Sub-Parcel D-1 Phasing Lease, pursuant to the terms of which additional buildings may be constituted thereon, all of even date and record herewith, subject to and in accordance with the provisions of Section 9 of the Master Deed and said Chapter 183A.

NOW, THEREFORE, pursuant to the provisions of the Master Deed and Section 8(h) of said Chapter 183A, the Master Deed is hereby amended as follows:

1. The amended site plan, recorded with Amendment No. 2 of Master Deed and designated therein as a new Sheet 1 (replacing Sheet 1 of the Plans originally recorded with the Master Deed), is hereby replaced by the Third Amendment Sheet 1, which Third Amendment Sheet 1 shows the numbers and locations of Buildings 1, 2, 3 and 4 of the

Condominium, Building 5 to be included in the Condominium at a later date pursuant to the provisions of Section 9 of the Master Deed and said Chapter 183A, and shows Parcel C and Parcel D and Sub-Parcel C-1, Sub-Parcel C-2 and Sub-Parcel D-1. The Third Amendment Sheet 1 is recorded herewith. All references in the Master Deed to Sheet 1 as defined and described in the Master Deed shall hereafter be deemed to refer to the Third Amendment Sheet 1.

2. Exhibit A annexed to the Master Deed and made a part thereof is hereby amended to describe Parcel C and Parcel D, and to reflect additional rights, easements, reservations and restrictions affecting the Condominium, by deleting therefrom pages EX. A-4 through EX. A-6 and by adding in lieu thereof new pages EX. A-4 through EX. A-9 annexed hereto and made a part hereof.

3. Parcel C and Parcel D as described in Exhibit A, as amended hereby, and shown on the Third Amendment Sheet 1, including, without limitation, the reversionary estates under the Sub-Parcel C-1 Phasing Lease, the Sub-Parcel C-2 Phasing Lease and the Sub-Parcel D-1 Phasing Lease, are hereby included in the Condominium, subject to and in accordance with the provisions of Section 9 of the Master Deed and said Chapter 183A.

4. In all other respects, the Master Deed is hereby ratified and confirmed, including, without limitation, the rights of the Declarant, without the consent of any Unit Owner, (i) to make further additions to the Condominium, (ii) to petition on behalf of itself and all of the unit owners of the Condominium for withdrawal of Parcel C and Parcel D, or any portions thereof, from registration under the provisions of Massachusetts General Laws, Chapter 185 and (iii) to exercise any other rights reserved to or conferred upon the Declarant pursuant to Section 9 or any other provision thereof.

This Amendment No. 3 of Master Deed affects land registered under the provisions of said Chapter 185 subject to a petition to withdraw

such land from registration in accordance with said Chapter 183A, Section 16. Accordingly, the effective date of this Amendment No. 3 is subject to such order of the Land Court as may be issued pursuant to such petition.

By their signatures hereto, the undersigned Green Belmont, Inc., being the Declarant and having the right to amend the Master Deed without the consent of any Unit Owner as aforesaid, and the undersigned Trustees, being all of the Trustees of The Belmont Condominium Trust, dated November 19, 1979, recorded with said Deeds in Book 3023, Page 242, do hereby ratify, confirm and assent to this Amendment No. 3 of the Master Deed.

WITNESS the execution hereof under seal as of the day of April, 1981.

GREEN BELMONT, INC.

By _____
Alan J. Green, President and
Treasurer

THE BELMONT CONDOMINIUM TRUST, u/d/t
as aforesaid

By _____
Neil Glynn, Trustee and not
individually

Alan J. Green, Trustee and not
individually

Donald K. Kurson, Trustee and not
individually

COMMONWEALTH OF MASSACHUSETTS

County of . , ss. , 1981

Then before me personally appeared the above-named Alan J. Green, to me personally known who being by me duly sworn did say that he is President and Treasurer of Green Belmont, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

The portion of said Parcel B which consists of the unregistered lot which abuts said Lot 4 is bounded and described as follows:

BEGINNING at a concrete bound on the Easterly side of Riverside Drive at the property corner now or formerly of Thomas J. Harper and Green Belmont, Inc.;

THENCE running S.47°-22'-17"E. along the property lines now or formerly of Thomas J. Harper, Helen Harper and Antonie Grunschlag 361.08 ft. to a concrete bound;

THENCE turning and running S.42°-05'-40"W. along the property line now or formerly of Crayton S. Nickerson et al. 108.23 ft. to a concrete bound;

THENCE turning and running N.47°-30'-08"W. 361.05 ft. to a point on the Easterly side line of Riverside Drive;

THENCE turning and running N.42°-05'-50"E. along the Easterly side line of Riverside Drive 109.05 ft. to the point of beginning.

Said unregistered lot is referred to as Parcel 4 in the Deed, dated July 26, 1978, to Green Belmont, Inc., hereinafter referred to.

The Belmont Condominium also consists of Parcels C and D as shown on Sheet 1 of the Plans.

PARCEL C

Parcel C consists of two lots of land with one lot bounded and described as follows:

BEGINNING at a point on the Easterly side line of Belmont Road 537.00 feet North of an iron pipe at the intersection of the side line of Chase Avenue and Belmont Road;

THENCE running N.08°-48'-29"E. 596.49 feet along the Easterly side line of Belmont Road, to a point;

THENCE turning and running Northeasterly in an arc, the radius of which is 24.26 feet, 54.29 feet, to a point;

THENCE turning and running S.42°-57'-16"E. 418.96 feet along the Southwesterly side line of Gordon Richee Road, to a point;

THENCE turning and running S.41°-52'-50"W. 478.22 feet along the Northwesterly side line of Lot 6 on said Plan No. 5377-B. to a point;

THENCE turning and running S.42°-37'-10"E. 16.17 feet along the Southwesterly side line of said Lot 6, to a point;

THENCE turning and running S.42°-05'-50"W. 27.72 feet, to a point;

THENCE turning and running N.44°-37'-14"W. 130.51 feet, to the point of beginning.

Said portion of Parcel C consists of and is shown as Lot 1 on Plan No. 5377-B, filed August 6, 1979 with the Land Registration Office in Boston, and approved by the Land Court in an order dated October 30, 1979.

The second lot of Parcel C is bounded and described as follows:

BEGINNING at the Eastern-most point of Lot 1 on said Plan No. 5377-B

THENCE running S.41°-52'-50"W. 478.22 feet along the Southeasterly side line of said Lot 1, to a point;

THENCE turning and running S.42°-37'-10"E. 16.17 feet along the Northeasterly side line of said Lot 1, to a point;

THENCE turning and running N.42°-05'-50"E. 19.28 feet, to a point;

THENCE turning and running S.47°-54'-10"E. 20.00 feet, to a point;

THENCE turning and running N.42°-05'-50"E. 60.00 feet, along the Northwesterly side of Lot 5 on said Plan No. 5377-B to a point;

THENCE turning and running N.47°-54'-10"W. 20.00 feet along the Southwesterly side line of said Lot 5, to a point;

THENCE turning and running N.42°-05'-50"E. 275.58 feet along the Northwesterly side line of said Lot 5, to a point;

THENCE continuing N.47°-02'-44"E. 122.84 feet along the Northwesterly side line of said Lot 5, to a point;

THENCE turning and running N.42°-57'-16"W. 28.62 feet, to the point of beginning.

Said portion of Parcel C consists of and is shown as Lot 6 on said Plan No. 5377-B.

PARCEL D

Parcel D is bounded and described as follows:

BEGINNING at the Eastern-most point of Lot 6 on said Plan No. 5377-B;

THENCE running S.42°-57'-16"E. 160.00 feet along the Southwesterly side line of Gordon Richee Road, to a point;

THENCE turning and running S.42°-05'-50"W. 444.16 feet along the Northeasterly side line of Riverside Drive, to a point;

THENCE turning and running N.47°-54'-1"W. 150.00 feet, to a point;

THENCE turning and running N.42°-05'-50"E. 60.00 feet along the Southeasterly side line of said Lot 6, to a point;

THENCE turning and running N.47°-54'-10"W. 20.00 feet along the Northeasterly side line of said Lot 6, to a point;

THENCE turning and running N.42°-05'-50"E. 275.58 feet along the Southeasterly side line of said Lot 6, to a point;

THENCE continuing N.47°-02'-44"E. 122.84 feet along the Southeasterly side line of said Lot 6, to the point of beginning.

Said Parcel D consists of and is shown as Lot 5 on said Plan No. 5377-B.

Said Parcels A, B, C and D constitute all or a portion of the land conveyed to Green Belmont, Inc. by Deed dated July 26, 1978 of Alan J. Green, Trustee of Belmont Trust, and recorded with Barnstable County Registry of Deeds in Book 2756, Page 334, and filed with the Barnstable Registry District of the Land Court as Document No. 239185 and referred to in Certificate of Title No. 75003 filed with said Registry District.

The premises (said Parcels A, B, C and D) are subject to, and have the benefit of:

A. Title to and rights of the public and others entitled thereto in and to those portions, if any, of the Condominium premises lying within the bounds of Belmont Road, Riverside Drive, Gordon Richee Road, Chase Avenue, the Herring River and below the mean high water

mark of the Atlantic Ocean (Nantucket Sound), including without limitation any and all public rights legally existing in and over such portions of the Condominium premises below said mean high water mark.

B. Rights and easements granted by Old Colony Trust Company and John S. Slater, as Executors and Trustees, to the Town of Harwich by instrument, dated April 30, 1946, filed with Barnstable Registry District of the Land Court as Document #18716 and recorded with Barnstable Registry of Deeds in Book 3012, Page 112.

C. Taking for Belmont Road by the Board of Selectman of the Town of Harwich, dated May 16, 1955, and filed with said Registry District as Document #44079 and recorded with said Registry of Deed in Book 3012, Page 114.

D. Terms and conditions of License to extend jetty into the Herring River, dated January 22, 1895, recorded with said Registry of Deeds in Book 215, Page 462.

E. Title to and rights of the United States of America, the Commonwealth of Massachusetts and others lawfully entitled in and to those portions of the premises lying within the Atlantic Ocean (Nantucket Sound) and the Herring River.

F. Order of Conditions of the Harwich Conservation Commission, dated March 23, 1978, filed with said District of the Land Court as Document #235145, and recorded with said Registry of Deeds in Book 3012, Page 120.

G. Rights and easements in Right of Way Easement, dated October 29, 1979, granted by Green Belmont, Inc. to New Bedford Gas and Edison Light Company and New England Telephone and Telegraph Company filed with said Registry District as Document #258864 and recorded with said Registry of Deeds in Book 3005, Page 303.

H. Rights, covenants, reservations and easement set forth in Easement from Green Belmont, Inc. to the Town of Harwich, dated January 7, 1980 and recorded with said Deeds in Book 3042, Page 250.

I. Rights, covenants, reservations and easement set forth in Grant of Easement from Green Belmont, Inc. to the Town of Harwich, dated January 7, 1980 and recorded with said Deeds in Book 3042, Page 252.

J. Deregistration Order of the Land Court recorded with said Deeds in Book 3043, Page 311.

K. Easement to New Bedford Gas and Edison Light Company, recorded with said Deeds in Book 3113, Page 448.

L. Right and easement granted by Green Belmont, Inc. to the Town of Harwich, dated December 16, 1980 and recorded with said Deeds in Book 3216, Page 236.

M. Easements, restrictions, and agreements now or hereafter of record, provided same do not interfere unreasonably with the use and enjoyment of the Units and the common areas and facilities for intended purposes, including without limitation an easement to be granted to the Town of Harwich relating to the Belmont Road extension.

N. Provisions of existing building, zoning, and other laws.

O. Any liens for municipal betterments assessed after the date of this Master Deed.

P. The provisions of Massachusetts General Laws, Chapter 183A; this Master Deed (including, without limitation, the rights, reservations, easements and restrictions set forth in Sections 7, 8, 9, 10, 12, 13, 14 and 15 thereof); the Declaration of Trust of The Belmont Condominium Trust of even date and record with said Master Deed, the By-Laws set forth in said Declaration of Trust, and any rules and regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share(s) attributable to said Unit of expenses of the Condominium as set forth in Section 4 of said Master Deed and in said Declaration of Trust; all as amended from time to time in accordance with their terms.

Q. The Condominium Phasing Leases (pertaining to Sub-Parcel A-1, C-1, C-2 and D-1 shown on Sheet 1 of the Plans annexed to the Master Deed) between Green Belmont, Inc., Declarant of the Master Deed, as Lessor, and Alan J. Green, Trustee, as Lessee, with the Phasing Lease for Sub-Parcel A-1 being recorded with said Registry of Deeds at Book 3023, Page 181 and the Phasing Leases for Sub-Parcels C-1, C-2 and D-1 being of even date and record herewith.

The premises are also subject to terms and conditions of Mortgage and Security Agreement, dated July 27, 1978, from Green Belmont, Inc. to First of Boston Mortgage Corporation, filed with said Registry District as Document #239186, recorded with said Registry of Deeds in Book 2756, Page 338, as amended by First Amendment to Mortgage and Security Agreement, dated August 16, 1979, filed with said Registry District as Document #258913, and recorded with said Registry of Deeds in Book 3010, Page 257 as further amended by Second Amendment to Mortgage dated April 30, 1980, filed with said Registry District as

Document #267092, and recorded with said Registry of Deeds in Book 3111, Page 65, and by Third Amendment to Mortgage dated April 1, 1981, filed with said Registry District as Document #279157, and recorded with said Registry of Deeds in Book 3265, Page 63; and Collateral Assignment of Rents, dated July 27, 1978, from Green Belmont, Inc. to First of Boston Mortgage Corporation, filed with said Registry District as Document #239188 and recorded with said Registry of Deeds in Book 2756, Page 352, as amended by First Amended Collateral Assignment of Rents, dated August 16, 1979, filed with said Registry District as Document #258914 and recorded with said Registry of Deeds in Book 3010, Page 254 as further amended by Second Amendment to Collateral Assignment of Rents dated April 30, 1980, filed with said Registry District as Document #267093, and recorded with said Registry of Deeds in Book 3111, Page 73, and by Third Amendment to Collateral Assignment of Rents dated April 1, 1981, filed with said Registry District as Document #279158, and recorded with said Registry of Deeds in Book 3265, Page 70; and Collateral Assignment of Condominium Rights and Unit Sales Contracts dated April 30, 1980, filed with said Registry District as Document #267094, and recorded with said Registry of Deeds in Book 3111, Page 81, and by First Amendment to Collateral Assignment of Condominium Rights and Unit Sales Contracts, dated April 1, 1981, filed with said Registry District as Document #279159, and recorded with said Registry of Deeds in Book 3265, Page 78. Said Mortgage and Security Agreement, said Collateral Assignment of Rents and the amendments thereto as of the date of the original Master Deed have been subordinated to this Master Deed, said Declaration of Trust, and said Condominium Phasing Lease for Sub-Parcel A-1 in a Subordination from the First of Boston Mortgage Corporation, dated November 28, 1979, and recorded with the original Master Deed.

AMENDMENT NO. 4 OF MASTER DEED

This AMENDMENT NO. 4 of the MASTER DEED of THE BELMONT CONDOMINIUM, dated November 19, 1979, recorded with Barnstable Registry of Deeds, Book 3023, Page 189.

W I T N E S S E T H T H A T:

WHEREAS, Green Belmont, Inc., a Massachusetts corporation, having a usual place of business at 65 William Street in Wellesley, Norfolk County, Massachusetts did by said Master Deed and as the Declarant thereof, create The Belmont Condominium (the "Condominium"), situated on Belmont Road, primarily in the town of Harwich, with a small portion thereof in the town of Dennis, Barnstable County, Massachusetts, pursuant to the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, said Master Deed has been heretofore amended by Amendment No. 1 of Master Deed, dated December 19, 1979, recorded with said Deeds in Book 3042, Page 291, by Amendment No. 2 of Master Deed, dated September 5, 1980, recorded with said Deeds in Book 3150, Page 111, and by Amendment No. 3 of Master Deed, dated April 14, 1981, recorded with said Deeds in Book 3269, Page 203 (which Master Deed, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, Section 9 of the Master Deed specifically provides for the construction and inclusion in the Condominium of an additional building ("Building No. 5"), including, without limitation, the units therein and related common areas and facilities, located on Sub-Parcel A1 (referred to in Sections 2, 5 and 9 of the Master Deed and shown on the Site Plan recorded therewith), which Sub-Parcel A1 comprises a

portion of Parcel A of the land of the Condominium; and, pursuant to said Section 9, the Declarant reserves the right to amend the Master Deed, without the necessity of securing the consent of any Unit Owner, in order to include Building No. 5 in the Condominium, including, without limitation, the units therein and related common areas and facilities, subject to and in accordance with the provisions of said Chapter 183A; and

WHEREAS, the construction of Building No. 5 has been completed consistent with the provisions of the Master Deed, including, in particular and without limitation, sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A; and

WHEREAS, the purpose of this Amendment No. 4 is to amend the Master Deed to include Building No. 5, the units therein and related common areas and facilities in the Condominium, subject to and in accordance with the provisions of Section 9 of the Master Deed and said Chapter 183A.

NOW, THEREFORE, pursuant to the provisions of the Master Deed and Section 8(h) of said Chapter 183A, the Master Deed is hereby amended as follows:

1. Building No. 5, including, without limitation, the units therein and related common areas and facilities, defined and described in the Master Deed, as amended hereby, and shown on the plans hereinafter referred to are hereby included in the Condominium, subject to the provisions of said Chapter 183A.

Building No. 5, a four-story structure with a basement parking garage, is located on Parcel A and contains forty-eight (48) residential units ("Residential Units") as defined and described in the Master Deed. Building No. 5 is constructed principally of poured, reinforced concrete foundation, basement walls and floor slab; steel

and concrete construction with masonry bearing walls; masonry exterior; and built-up tar and gravel roof. The location of Building No. 5, and the access ways on the Condominium premises are shown on the plans hereinafter referred to. Building No. 5 is a "Mid-Rise Building" of the Condominium, the Residential Units contained in Building No. 5 are Residential Units of Types A, B, and C, and the related common areas and facilities include "Mid-Rise Exclusive Common Areas", all as defined and described in the Master Deed. Each Unit of Type A in Building No. 5 contains and includes an entrance foyer, a living room - dining area, a kitchen, a master bedroom, and a bath with separate shower and tub, a second bedroom, and a full guest bath with shower and laundry facilities, and closets and hallways. All other particulars relating to Building No. 5, the Units therein and related common areas and facilities, as required by Section 8 of said Chapter 183A and as set forth in the Master Deed, including, without limitation, the particulars set forth in Section 4 and other sections of the Master Deed describing the same, the appurtenances thereto, restrictions thereon and boundaries thereof, are incorporated herein by reference as if set out verbatim.

2. The amended Site Plan, recorded with Amendment No. 3 of Master Deed and designated therein as the Third Amendment Sheet 1 (replacing Sheet 1 of the Plans previously recorded with the Master Deed), is hereby replaced by the Site Plan recorded herewith and entitled "Plan of Land, West Harwich, Mass.", owned by Green Belmont, Inc., and dated May 1, 1981 (the "Fourth Amendment Sheet 1"), which Fourth Amendment Sheet 1 shows the numbers and locations of Buildings 1, 2, 3, 4 and 5 of the Condominium. The Fourth Amendment Sheet 1 shall be recorded herewith. All references in the Master Deed to the Plans (the "Plans") as defined and described in the Master Deed, and to Sheet 1 of the Plans shall hereafter be deemed to include the Sheets 12-16 hereinafter referred to and to refer to the Fourth Amendment Sheet 1.

3. Exhibit A annexed to, made a part of and incorporated in the Master Deed, which describes the land comprising the Condominium and reflects rights, easements, reservations and restrictions affecting the Condominium, is hereby amended by deleting therefrom the references contained in paragraph Q (on page Ex. A-8) to the Phasing Lease for Sub-Parcel A1.

4. Exhibit C annexed to, made a part of and incorporated in the Master Deed, which sets forth certain descriptive features of the Units of the Condominium, is hereby amended by deleting therefrom page "Ex. C-3" and by adding in lieu thereof new pages "Ex. C-3" through "Ex. C-5", which new pages are annexed hereto, made a part hereof and incorporated herein by reference.

5. Exhibit D annexed to, made a part of and incorporated in the Master Deed, which sets forth the elevations of the floors of the Units of the Condominium, is hereby deleted and in lieu thereof a new "Exhibit D-I" is inserted, which Exhibit D-I is annexed hereto, made a part hereof and incorporated herein by reference.

6. Exhibit E-I annexed to, made a part of and incorporated in the Master Deed, which sets forth the percentage of undivided interest appertaining to the Units of the Condominium, is hereby deleted and in lieu thereof a new "Exhibit E-II" is inserted, which Exhibit E-II is annexed hereto, made a part hereof and incorporated herein by reference.

7. In all other respects, the Master Deed is hereby ratified and confirmed, including, without limitation, the rights of the Declarant, without the consent of any Unit Owner, (i) to make further additions to the Condominium and (ii) to exercise any other rights reserved to or conferred upon the Declarant pursuant to Section 9 or any other provision thereof.

There is recorded herewith the Fourth Amendment Sheet 1 referred to hereinabove, showing the numbers and locations of Buildings No. 1, 2, 3, 4 and 5 (which are without names), and the Floor Plans of Building No. 5 (Sheets 12 through 16 of the Plans), entitled "The Belmont Condominium, West Harwich, Massachusetts", dated April 20, 1981, prepared by CBT/Childs, Bertman, Tseckares & Casendino, Inc., showing the layout, location, unit numbers and dimensions of the units, stating the number of Building No. 5, and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor certifying that said Floor Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, as required by Section 8(f) of Chapter 183A, and which consist of six (6) sheets:

Sheet 1 - Site Plan

Sheet 12 - Building No. 5 - Garage level floor plan

Sheet 13 - Building No. 5 - First Floor Plan (Beach Level)

Sheet 14 - Building No. 5 - Second Floor Plan

Sheet 15 - Building No. 5 - Third Floor Plan

Sheet 16 - Building No. 5 - Fourth Floor Plan (Penthouse)

By their signatures hereto, the undersigned Green Belmont, Inc., being the Declarant and having the right to amend the Master Deed without the consent of any Unit Owner as aforesaid, and the undersigned Trustees, being all of the Trustees of The Belmont Condominium Trust, under Declaration of Trust dated November 19, 1979, recorded with said Deeds in Book 3023, Page 242, do hereby ratify, confirm and assent to this Amendment No. 4 of the Master Deed.

WITNESS the execution hereof under seal as of the day of ,
1981.

GREEN BELMONT, INC.

By _____
Alan J. Green, President and
Treasurer

THE BELMONT CONDOMINIUM TRUST, u/d/t
as aforesaid

By _____
Neil Glynn, Trustee and not
individually

Alan J. Green, Trustee and not
individually

Donald K. Kurson, Trustee and not
individually

COMMONWEALTH OF MASSACHUSETTS

County of , ss. , 1981

Then before me personally appeared the above-named Alan J. Green,
to me personally known who being by me duly sworn did say that he is
President and Treasurer of Green Belmont, Inc. and acknowledged the
foregoing instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

Building DescriptionUnit Description and Features

(Part 2)

<u>Bldg. No.</u>	<u>No. of Units</u>	<u>Unit No.</u>	<u>Type</u>	<u>No. of Floors</u>	<u>Floor Location</u>	<u>No. of Rooms</u>	<u>Approx. Sq. Ft.</u>
3	74	C-1	1	1	1st	1	94
		C-2 to C-21	1	1	1st	1	67
		C-22 to C-26	1	1	1st	1	81
		C-27 to C-44	1	1	1st	1	67
		C-45 to C-46	1	1	1st	1	87
		C-47 to C-48	1	1	1st	1	67
		C-49 to C-51	1	1	1st	1	91
		C-52 to C-74	1	1	1st	1	67
4	19	C-76 to C-79	2	1	1st	1-1/2	108
		C-80	2	1	1st	1-1/2	110
		C-81	2	1	1st	1-1/2	187
		C-82 to C-94	2	1	1st	1-1/2	108

(Additions)

5	48	110	C	1	1st	6	1860
		111	B	1	1st	5	1570
		112	B	1	1st	5	1570
		113	B	1	1st	5	1609
		114	C	1	1st	6	1909
		115	A	1	1st	4	1209
		120	C	1	2nd	6	1860
		121	B	1	2nd	5	1570
		122	B	1	2nd	5	1570
		123	B	1	2nd	5	1609
		124	C	1	2nd	6	1909
		125	A	1	2nd	4	1209

Building DescriptionUnit Description and Features

<u>Bldg.</u> <u>No.</u>	<u>No. of</u> <u>Units</u>	<u>Unit</u> <u>No.</u>	<u>Type</u>	<u>No. of</u> <u>Floors</u>	<u>Floor</u> <u>Location</u>	<u>No. of</u> <u>Rooms</u>	<u>Approx.</u> <u>Sq. Ft.</u>
5	48	130	C	1	3rd	6	1860
		131	B	1	3rd	5	1570
		132	B	1	3rd	5	1570
		133	B	1	3rd	5	1609
		134	C	1	3rd	6	1909
		135	A	1	3rd	4	1209
		140	C	1	4th	6	1860
		141	B	1	4th	5	1570
		142	B	1	4th	5	1570
		143	B	1	4th	5	1609
		144	C	1	4th	6	1909
		145	A	1	4th	4	1209
		210	C	1	1st	6	1860
		211	B	1	1st	5	1570
		212	B	1	1st	5	1570
		213	B	1	1st	5	1570
		214	C	1	1st	6	1832
		215	A	1	1st	4	1209
		220	C	1	2nd	6	1860
		221	B	1	2nd	5	1570
		222	B	1	2nd	5	1570
		223	B	1	2nd	5	1570
		224	C	1	2nd	6	1832
		225	A	1	2nd	4	1209