

Building DescriptionUnit Description and Features

<u>ldg.</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	230	C	1	3rd	6	1860
		231	B	1	3rd	5	1570
		232	B	1	3rd	5	1570
		233	B	1	3rd	5	1570
		234	C	1	3rd	6	1832
		235	A	1	3rd	4	1209
		240	C	1	4th	6	1860
		241	B	1	4th	5	1570
		242	B	1	4th	5	1570
		243	B	1	4th	5	1570
		244	C	1	4th	6	1832
		245	A	1	4th	4	1209

NOTE: First Floor of Building No. 5 is also referred to as Beach Level.
Fourth Floor of Building No. 5 is also referred to as Penthouse.

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

(Part 1)

<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		

(Part 2)

3	C-1 through C-74	11.00**
4	C-76 through C-94	11.05***

(Additions)

5		Low Point 10.25 High Point 10.5			
	110 through 115 and 210 through 215		21.44		
	120 through 125 and 220 through 225			31.44	
	130 through 135 and 230 through 235				41.44

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

(Additions)

<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>
5	140 through 145 and 240 through 245					51.44

* 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.

** The Level of the pool in Building No. 3 is 10.35 feet and the Level of the Second Floor apartment (a common area) is 19.95 feet.

***The Level of the deck around the lounge-restaurant in Building No. 4 is 10.55 feet.

NOTE: First Floors of Buildings No. 1 and 5 are also referred to as Beach Level.
Fourth Floors of Buildings No. 1 and 5 are also referred to as Penthouse.

EXHIBIT E - II

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	.964	420	.964
311	.832	421	.833
312	.832	422	.833
313	.832	423	.833
314	.964	424	.964
315	.783	425	.783
320	.964	430	.964
321	.832	431	.833
322	.832	432	.833
323	.832	433	.833
324	.964	434	.964
325	.783	435	.783
330	.964	440	.964
331	.832	441	.833
332	.832	442	.833
333	.832	443	.833
334	.964	444	.964
335	.783	445	.783
340	.964		
341	.832		
342	.832		
343	.833		
344	.964	1	1.120
345	.783	2	1.040
410	.964	3	1.040
411	.833	4	1.040
412	.833	5	1.040
413	.833	6	1.040
414	.964	7	1.040
415	.783	8	1.120
		c-1 to c-74	.079
		c-76 to c-94	.123

EXHIBIT E - II

THE BELMONT CONDOMINIUM (Additions)

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>
110	.964	210	.964
111	.832	211	.833
112	.832	212	.833
113	.832	213	.833
114	.964	214	.964
115	.783	215	.783
120	.964	220	.964
121	.832	221	.833
122	.832	222	.833
123	.832	223	.833
124	.964	224	.964
125	.783	225	.783
130	.964	230	.964
131	.832	231	.833
132	.832	232	.833
133	.832	233	.833
134	.964	234	.964
135	.783	235	.783
140	.964	240	.964
141	.832	241	.833
142	.832	242	.833
143	.832	243	.833
144	.964	244	.964
145	.783	245	.783

AMENDMENT NO. 5 OF MASTER DEED

This AMENDMENT NO. 5 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, by Amendment No. 3 of Master Deed, dated April 14, 1981, recorded with said Deeds in Book 3269, Page 203, and by Amendment No. 4 of Master Deed, dated April 28, 1981, recorded with said Deeds in Book 3278, Page 319 (which Master Deed, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 are hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, Section 9 of the Master Deed contemplates the construction and inclusion in the Condominium of an additional

building, including, without limitation, the units therein and related common areas and facilities, located on Sub-Parcel C-1 (referred to in the Master Deed and shown on the Site Plan recorded therewith), which Sub-Parcel C-1 comprises a portion of Parcel C 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 such building 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 such building ("Building No. 6") 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. 5 is to amend the Master Deed to include Building No. 6, 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. 6, 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. 6, a two-story structure with a basement level, is located on Parcel C and contains sixteen (16) residential units ("Residential Units") as defined and described in the Master Deed. Building No. 6 is constructed principally of poured concrete foundation, basement walls and floor slabs; wood frame construction; cedar shingle siding; and asphalt shingle roofs. The location of Building No. 6, and the access ways on the Condominium premises are shown on the plans hereinafter referred to. Building No. 6 is a "Townhouse Building" of the Condominium and the Residential Units contained in Building No. 6 are Residential Units of Types F and G, all as defined and described in the Master Deed. All of the particulars relating to Building No. 6, the Units therein and related common areas and facilities (as a Townhouse Building containing Units of types F and G), 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 Sections 4 and 5 and other sections of the Master Deed describing and relating to 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. 4 of Master Deed and designated therein as the Fourth 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 June 30, 1981 (the "Fifth Amendment Sheet 1"), which Fifth Amendment Sheet 1 shows the numbers and locations of Buildings 1, 2, 3, 4, 5 and 6 of the Condominium. The Fifth Amendment Sheet 1 is 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 other Sheets hereinafter referred to and to refer to the Fifth 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 pages "Ex. A-8" and "Ex. A-9" and by adding in lieu thereof new pages "Ex. A-8" through "Ex. A-10", which new pages are annexed hereto, made a part hereof and incorporated herein by reference..

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-5" and by adding in lieu thereof a new page "Ex. C-5", which new page is annexed hereto, made a part hereof and incorporated herein by reference.

5. Exhibit D-I 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 amended by deleting therefrom page "EX. D-I-2" and by adding in lieu thereof a new page "EX. D-I-2", which new page is annexed hereto, made a part hereof and incorporated herein by reference.

6. Exhibit E-II 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-III" is inserted, which Exhibit E-III 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 Fifth Amendment Sheet 1 referred to hereinabove, showing the numbers and locations of Buildings No. 1, 2, 3, 4, 5 and 6 (which are without names), and the Floor Plans of Building No. 6, entitled "The Belmont Condominium, West Harwich, Massachusetts", dated July 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. 6, 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 eight (8) sheets:

Sheet 1	-	Site Plan
Sheet 17	-	Building No. 6 - Basement Floor Plan - Part A (Units 9-16)
Sheet 18	-	Building No. 6 - Basement Floor Plan - Part B (Units 17-24)
Sheet 19	-	Building No. 6 - First Floor Plan - Part A (Units 9-16)
Sheet 19A	-	Building No. 6 - Courtyard Plan - Part A (Units 9-16)
Sheet 20	-	Building No. 6 - First Floor Plan - Part B (Units 17-24)
Sheet 20A	-	Building No. 6 - Courtyard Plan - Part B (Units 17-24)
Sheet 21	-	Building No. 6 - Second Floor Plan - Part A (Units 9-16)
Sheet 22	-	Building No. 6 - Second Floor Plan - Part B (Units 17-24)

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. 5 of the Master Deed.

WITNESS the execution hereof under seal as of the 22nd day of July, 1981.

GREEN BELMONT, INC.

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

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

By 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 Norfolk, ss.

July 22, 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.

Ydella M. Perry
Notary Public

My commission expires: 10/29/82

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-Parcels C-2 and D-1, respectively, 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, which Phasing Leases for Sub-Parcels C-2 and D-1 are each dated April 14, 1981, and are recorded with said Deeds in book 3269, Pages 187 and 195, respectively.

R. Deregistration Order of the Land Court recorded with said Deeds in Book 3276, Page 318.

S. Termination of Lease, terminating the Phasing Lease pertaining to Sub-Parcel A1, dated April 28, 1981, and recorded with said Deeds in Book 3278, Page 332.

T. Rights, covenants, reservations and easement set forth in Easement from Green Belmont, Inc. to the Town of Harwich, of even date and record with Amendment No. 5 of Master Deed.

U. Termination of Lease, terminating the Phasing Lease pertaining to Sub-Parcel C-1, of even date and record with Amendment No. 5 of Master Deed.

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, by Second Amendment to Mortgage and Security Agreement, 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 and Security Agreement, 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 Amendment to 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 257, 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 Condominium 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, as amended by First Amendment to Collateral Assignment of Condominium Rights and Condominium 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 First of Boston Mortgage Corporation in a Subordination dated November

28, 1979 and recorded with said Registry of Deeds in Book 3023, Page 285, consented to and subordinated its lien in a certain portion of said premises referred in said Subordination to the Master Deed, said Declaration of Trust and said Condominium Phasing Lease for Sub-Parcel A1, in a Subordination dated January 8, 1980 and recorded with said Registry of Deeds in Book 3042, Page 294, consented to and subordinated its lien in a certain portion of the premises referred to in said Subordination to the Master Deed as amended by Amendment No. 1 of Master Deed, and in a Subordination dated May 8, 1981 and recorded with said Registry of Deeds in Book 3289, Page 43, consented to and subordinated its lien in the premises to the Master Deed, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, and to the Condominium Phasing Leases for Sub-Parcels C-1, C-2 and D-1.

Building DescriptionUnit Description and Features

<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>	
5	48	230	C	1	3rd	6	1860
		231	B	1	3rd	5	1570
		232	B	1	3rd	5	1570
		233	B	1	3rd	5	1570
		234	C	1	3rd	6	1832
		235	A	1	3rd	4	1209
		240	C	1	4th	6	1860
		241	B	1	4th	5	1570
		242	B	1	4th	5	1570
		243	B	1	4th	5	1570
		244	C	1	4th	6	1832
		245	A	1	4th	4	1209

NOTE: First Floor of Building No. 5 is also referred to as Beach Level.
Fourth Floor of Building No. 5 is also referred to as Penthouse.

5	16	9	F	2		7	2297
		10	G	2		6	1997
		11	G	2		6	1997
		12	G	2		6	1997
		13	G	2		6	1997
		14	G	2		6	1997
		15	G	2		6	1997
		16	G	2		6	1997
		17	G	2		6	1997
		18	G	2		6	1997
		19	G	2		6	1997
		20	G	2		6	1997
		21	G	2		6	1997
		22	G	2		6	1997
		23	G	2		6	1997
		24	F	2		7	2297

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

(Additions)

<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>
5	140 through 145 and 240 through 245					51.44
6	9	16.48	25.15	34.11		
	10	16.48	25.15	34.11*		
	11	16.40	25.15	34.11*		
	12	16.40	25.15	34.11*		
	13	16.48	25.15	34.11*		
	14	16.48	25.15	34.11*		
	15	16.48	25.15	34.11*		
	16	16.48	25.15	34.11*		
	17	16.48	25.15	34.11*		
	18	16.45	25.15	34.11*		
	19	16.48	25.15	34.11*		
	20	16.53	25.15	34.11*		
	21	16.48	25.15	34.11*		
	22	16.48	25.15	34.11*		
	23	16.48	25.15	34.11*		
	24	16.48	25.15	34.11		

The Level of the master bedroom in each of Units 2 through 7 in Building No. 2 and Units 10 through 23 in Building No. 6 is 1.80 feet higher than the level of the rest of the Second Floor.

** The Level of the pool in Building No. 3 is 10.35 feet and the Level of the Second Floor apartment (a common area) is 19.95 feet.

**The Level of the deck around the lounge-restaurant in Building No. 4 is 10.55 feet.

: First Floors of Buildings No. 1 and 5 are also referred to as Beach Level.
Fourth Floors of Buildings No. 1 and 5 are also referred to as Penthouse.

EXHIBIT E - III

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	.826	420	.826
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314	.826	424	.826
315	.671	425	.671
320	.826	430	.826
321	.713	431	.713
322	.713	432	.713
323	.713	433	.713
324	.826	434	.826
325	.671	435	.671
330	.826	440	.826
331	.713	441	.713
332	.713	442	.713
333	.713	443	.713
334	.826	444	.826
335	.671	445	.671
340	.826		
341	.713		
342	.713		
343	.713		
344	.826	1	.959
345	.671	2	.890
410	.826	3	.890
411	.713	4	.890
412	.713	5	.890
413	.713	6	.890
414	.826	7	.890
415	.671	8	.959
		c-1 to c-74	.067
		c-76 to c-94	.106

EXHIBIT E - III

THE BELMONT CONDOMINIUM (Additions)

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>
110	.826	210	.826
111	.713	211	.713
112	.713	212	.713
113	.713	213	.713
114	.826	214	.826
115	.671	215	.671
120	.826	220	.826
121	.713	221	.713
122	.713	222	.713
123	.713	223	.713
124	.826	224	.826
125	.671	225	.671
130	.826	230	.826
131	.713	231	.713
132	.713	232	.713
133	.713	233	.713
134	.826	234	.826
135	.671	235	.671
140	.826	240	.826
141	.713	241	.713
142	.713	242	.713
143	.713	243	.713
144	.826	244	.826
145	.671	245	.671
9	.959		
10	.890		
11	.890		
12	.890		
13	.890		
14	.890		
15	.890		
16	.890		
17	.890		
18	.890		
19	.890		
20	.890		
21	.890		
22	.890		
23	.890		
24	.959		

14059

AMENDMENT NO. 6 OF MASTER DEED

This AMENDMENT NO. 6 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, by Amendment No. 3 of Master Deed, dated April 14, 1981, recorded with said Deeds in Book 3269, Page 203, by Amendment No. 4 of Master Deed, dated April 28, 1981, recorded with said Deeds in Book 3276, Page 319, and by Amendment No. 5 of Master Deed, dated July 22, 1981, recorded with said Deeds in Book 3334, Page 307 (which Master Deed, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 are hereinafter collectively referred to as the "Master Deed"); and

SEE PLAN BOOK 364 PAGE 55 THRU 60

WHEREAS, Section 9 of the Master Deed contemplates the construction and inclusion in the Condominium of an additional building, including, without limitation, the units therein and related common areas and facilities, located on Sub-Parcel D-1 (referred to in the Master Deed and shown on the Site Plan recorded therewith), which Sub-Parcel D-1 comprises a portion of Parcel D 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 such building 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 such building ("Building No. 7") 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. 6 is to amend the Master Deed to include Building No. 7, 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. 7, 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. 7, a 4-story structure with a basement parking garage, is located on Parcel D and contains forty-seven (47) residential units ("Residential Units") as defined and described in the Master Deed. Building No. 7 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. 7, and the access ways on the Condominium premises are shown on the plans hereinafter referred to. Building No. 7 is a "Mid-Rise Building" of the Condominium, the residential units contained in Building No. 7 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. 7 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. Unit No. 640, a Unit of Type C, contains and includes an entrance foyer, a living room, a dining room, 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 third bedroom, and a full guest bath, a fireplace, and closets and hallways. All other particulars relating to Building No. 7, the Units therein and related common areas and facilities (as a Mid-Rise Building containing Units of Types A, B, and C), 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 Sections 4 and 5 and other sections of the Master Deed describing and relating to 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. 5 of Master Deed and designated therein as the Fifth 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 3, 1982 (the "Sixth Amendment Sheet 1"), which Sixth Amendment Sheet 1 shows the numbers and locations of Buildings 1, 2, 3, 4, 5, 6 and 7 of the Condominium. The Sixth Amendment Sheet 1 is 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 other Sheets hereinafter referred to and to refer to the Sixth 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 pages "Ex. A-8" through "Ex. A-10" and by adding in lieu thereof new pages "Ex. A-8" through "Ex. A-10", which new pages are annexed hereto, made a part hereof and incorporated herein by reference.

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 adding thereto new pages "Ex. C-6" and "Ex. C-7", which new pages are annexed hereto, made a part hereof and incorporated herein by reference.

5. Exhibit D-I 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 amended by deleting therefrom page "EX. D-I-2" and by adding in lieu thereof new pages "EX. D-I-2" and "EX. D-I-3", which new pages are annexed hereto, made a part hereof and incorporated herein by reference.

6. Exhibit E-III 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-IV" is inserted, which Exhibit E-IV 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 Sixth Amendment Sheet 1 referred to hereinabove, showing the numbers and locations of Buildings No. 1, 2, 3, 4, 5, 6 and 7 (which are without names), and the Floor Plans of Building No. 7, entitled "The Belmont Condominium, West Harwich, Massachusetts", dated April 27, 1982, 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. 7, 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 eight (8) sheets:

Sheet 1 - Site Plan
Sheet 23 - Building No. 7 - Garage Level Plan
Sheet 24 - Building No. 7 - First Floor Plan (Beach Level)
Sheet 25 - Building No. 7 - Second Floor Plan
Sheet 26 - Building No. 7 - Third Floor Plan
Sheet 27 - Building No. 7 - 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. 6 of the Master Deed.

WITNESS the execution hereof under seal as of the 28th day of May, 1982.

GREEN BELMONT, INC.

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

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

By 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

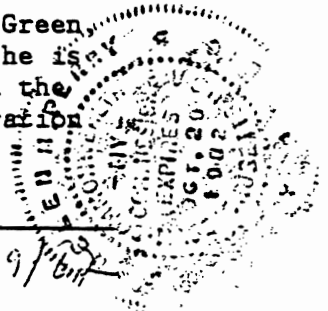
COMMONWEALTH OF MASSACHUSETTS

County of Norfolk, ss.

June 2, 1982

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.

Helen M. Perry
Notary Public
My commission expires: 10/29/81



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-Parcels C-2 and D-1, respectively, 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, which Phasing Leases for Sub-Parcels C-2 and D-1 are each dated April 14, 1981, and are recorded with said Deeds in book 3269, Pages 187 and 195, respectively.

R. Deregistration Order of the Land Court recorded with said Deeds in Book 3278, Page 318.

S. Termination of Lease, terminating the Phasing Lease pertaining to Sub-Parcel A1, dated April 28, 1981, and recorded with said Deeds in Book 3278, Page 332.

T. Rights, covenants, reservations and easement set forth in Easement from Green Belmont, Inc. to the Town of Harwich, of even date and record with Amendment No. 5 of Master Deed.

U. Termination of Lease, terminating the Phasing Lease pertaining to Sub-Parcel C-1, of even date and record with Amendment No. 5 of Master Deed.

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, by Second Amendment to Mortgage and Security Agreement, 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 and Security Agreement, 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 Amendment to 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 257, 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 Condominium 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, as amended by First Amendment to Collateral Assignment of Condominium Rights and Condominium 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 First of Boston Mortgage Corporation in a Subordination dated November

28, 1979 and recorded with said Registry of Deeds in Book 3023, Page 285, consented to and subordinated its lien in a certain portion of said premises referred in said Subordination to the Master Deed, said Declaration of Trust and said Condominium Phasing Lease for Sub-Parcel A1, in a Subordination dated January 8, 1980 and recorded with said Registry of Deeds in Book 3042, Page 294, consented to and subordinated its lien in a certain portion of the premises referred to in said Subordination to the Master Deed as amended by Amendment No. 1 of Master Deed, and in a Subordination dated May 8, 1981 and recorded with said Registry of Deeds in Book 3289, Page 43, consented to and subordinated its lien in the premises to the Master Deed, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, and to the Condominium Phasing Leases for Sub-Parcels C-1, C-2 and D-1.

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>
7	47	510	C	1	1st	6	1860
		511	B	1	1st	5	1570
		512	B	1	1st	5	1570
		513	B	1	1st	5	1570
		514	C	1	1st	6	1909
		515	A	1	1st	4	1209
		520	C	1	2nd	6	1860
		521	B	1	2nd	5	1570
		522	B	1	2nd	5	1570
		523	B	1	2nd	5	1570
		524	C	1	2nd	6	1909
		525	A	1	2nd	4	1209
		530	C	1	3rd	6	1860
		531	B	1	3rd	5	1570
		532	B	1	3rd	5	1570
		533	B	1	3rd	5	1570
		534	C	1	3rd	6	1909
		535	A	1	3rd	4	1209
		540	C	1	4th	6	1860
		541	B	1	4th	5	1380
		542	B	1	4th	5	1380
		543	B	1	4th	5	1380
		544	C	1	4th	6	1909
		545	A	1	4th	4	1209
		610	C	1	1st	6	1860

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>
7	47	611	B	1	1st	5	1570
		612	B	1	1st	5	1570
		613	B	1	1st	5	1570
		614	C	1	1st	6	1832
		615	A	1	1st	4	1209
		620	C	1	2nd	6	1860
		621	B	1	2nd	5	1570
		622	B	1	2nd	5	1570
		623	B	1	2nd	5	1570
		624	C	1	2nd	6	1832
		625	A	1	2nd	4	1209
		630	C	1	3rd	6	1860
		631	B	1	3rd	5	1570
		632	B	1	3rd	5	1570
		633	B	1	3rd	5	1570
		634	C	1	3rd	6	1832
		635	A	1	3rd	4	1209
		640	C	1	4th	7	2289
		642	B	1	4th	5	1380
		643	B	1	4th	5	1380
		644	C	1	4th	6	1832
		645	A	1	4th	4	1209

NOTE: First Floor of Building No. 7 is also referred to as Beach Level.
Fourth Floor of Building No. 7 is also referred to as Penthouse.

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

(Additions)

<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>
5	140 through 145 and 240 through 245					51.44
6	9	16.48	25.15	34.11		
	10	16.48	25.15	34.11*		
	11	16.40	25.15	34.11*		
	12	16.40	25.15	34.11*		
	13	16.48	25.15	34.11*		
	14	16.48	25.15	34.11*		
	15	16.48	25.15	34.11*		
	16	16.48	25.15	34.11*		
	17	16.48	25.15	34.11*		
	18	16.45	25.15	34.11*		
	19	16.48	25.15	34.11*		
	20	16.53	25.15	34.11*		
	21	16.48	25.15	34.11*		
	22	16.48	25.15	34.11*		
23	16.48	25.15	34.11*			
24	16.48	25.15	34.11			
7	Low Point	18.25				
	High Point	18.50				
	510 through 515 and 610 through 615		29.40			
	520 through 525 and 620 through 625			39.40		
	530 through 535 and 630 through 635				49.40	
540 through 545, 640 and 642 through 645					59.40	

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

- * The Level of the master bedroom in each of Units 2 through 7 in Building No. 2 and Units 10 through 23 in Building No. 6 is 1.80 feet higher than the level of the rest of the Second Floor.
- ** The Level of the pool in Building No. 3 is 10.35 feet and the Level of the Second Floor apartment (a common area) is 19.95 feet.
- ***The Level of the deck around the lounge-restaurant in Building No. 4 is 10.55 feet.

NOTE: First Floors of Buildings No. 1, 5 and 7 are also referred to as Beach Level.
Fourth Floors of Buildings No. 1, 5 and 7 are also referred to as Penthouse.

EXHIBIT E - IVTHE 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	.612	420	.612
311	.528	421	.528
312	.528	422	.528
313	.528	423	.528
314	.612	424	.612
315	.497	425	.497
320	.612	430	.612
321	.528	431	.528
322	.528	432	.528
323	.528	433	.528
324	.612	434	.612
325	.497	435	.497
330	.612	440	.612
331	.528	441	.528
332	.528	442	.528
333	.528	443	.528
334	.612	444	.612
335	.497	445	.497
340	.612		
341	.528		
342	.528		
343	.528		
344	.612	1	.711
345	.497	2	.660
410	.612	3	.660
411	.528	4	.660
412	.528	5	.660
413	.528	6	.660
414	.612	7	.660
415	.497	8	.711
		c-1 to c-74	.050
		c-76	.078
		c-77 to c-94	.077

EXHIBIT E - IVTHE BELMONT CONDOMINIUM (Additions)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>
110	.612	210	.612
111	.528	211	.528
112	.528	212	.528
113	.528	213	.528
114	.612	214	.612
115	.497	215	.497
120	.612	220	.612
121	.528	221	.528
122	.528	222	.528
123	.528	223	.528
124	.612	224	.612
125	.497	225	.497
130	.612	230	.612
131	.528	231	.528
132	.528	232	.528
133	.528	233	.528
134	.612	234	.612
135	.497	235	.497
140	.612	240	.612
141	.528	241	.528
142	.528	242	.528
143	.528	243	.528
144	.612	244	.612
145	.497	245	.497
9	.711		
10	.660		
11	.660		
12	.660		
13	.660		
14	.660		
15	.660		
16	.660		
17	.660		
18	.660		
19	.660		
20	.660		
21	.660		
22	.660		
23	.660		
24	.711		

THE BELMONT CONDOMINIUM (Additions)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>
510	.612	610	.612
511	.528	611	.528
512	.528	612	.528
513	.528	613	.528
514	.612	614	.612
515	.497	615	.497
520	.612	620	.612
521	.528	621	.528
522	.528	622	.528
523	.528	623	.528
524	.612	624	.612
525	.497	625	.497
530	.612	630	.612
531	.528	631	.528
532	.528	632	.528
533	.528	633	.528
534	.612	634	.612
535	.497	635	.497
540	.612	640	.612
541	.528	642	.528
542	.528	643	.528
543	.528	644	.612
544	.612	645	.497
545	.497		

Ex. E-IV-3

RECORDED JUN 7 82

(05/2/85)

AMENDMENT NO. 7 OF MASTER DEED

This AMENDMENT NO. 7 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, by Amendment No. 3 of Master Deed, dated April 14, 1981, recorded with said Deeds in Book 3269, Page 203, by Amendment No. 4 of Master Deed, dated April 28, 1981, recorded with said Deeds in Book 3278, Page 319, by Amendment No. 5 of Master Deed, dated July 22, 1981, recorded with said Deeds in Book 3334, Page 307, and by Amendment No. 6 of Master Deed, dated May 28, 1982, recorded with said Deeds in Book 3494, page 150, (which Master Deed, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 are hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, Section 9 of the Master Deed contemplates the construction and inclusion in the Condominium of an additional building, including, without limitation, the units therein and related common areas and

facilities, located on Sub-Parcel C-2 (referred to in the Master Deed and shown on the Site Plan recorded therewith), which Sub-Parcel C-2 comprises a portion of Parcel C 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 such building 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 such building ("Building No. 8") 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. 7 is to amend the Master Deed to include Building No. 8, 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. 8, 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. 8, a two-story structure with a basement level, is located on Parcel C and contains eight (8) residential units ("Residential Units") as defined and described in the Master Deed.

Building No. 8 is constructed principally of poured concrete foundation, basement walls and floor slabs; wood frame construction; cedar shingle siding; and asphalt shingle roofs. The location of Building No. 8, and the access ways on the Condominium premises are shown on the plans hereinafter referred to. Building No. 8 is a "Townhouse Building" of the Condominium and the Residential Units contained in Building No. 8 are Residential Units of Types F and G, all as defined and described in the Master Deed. All of the particulars relating to Building No. 8, the Units therein and related common areas and facilities (as a Townhouse Building containing Units of types F and G), 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 Sections 4 and 5 and other sections of the Master Deed describing and relating to 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. 6 of Master Deed and designated therein as the Sixth 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, 1985 (the "Seventh Amendment Sheet 1"), which Seventh Amendment Sheet 1 shows the numbers and locations of Buildings 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium. The Seventh Amendment Sheet 1 is 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 other Sheets hereinafter referred to and to refer to the Seventh 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 pages "Ex. A-8" through "Ex. A-10" and by adding in lieu thereof new pages "Ex. A-8"

through "Ex. A-10", which new pages are annexed hereto, made a part hereof and incorporated herein by reference.

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 adding thereto a new page "Ex. C-8", which new page is annexed hereto, made a part hereof and incorporated herein by reference.

5. Exhibit D-I 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 amended by deleting therefrom page "EX. D-I-3" and by adding in lieu thereof a new page "EX. D-I-3", which new page is annexed hereto, made a part hereof and incorporated herein by reference.

6. Exhibit E-IV 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-V" is inserted, which Exhibit E-V 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 Seventh Amendment Sheet 1 referred to hereinabove, showing the numbers and locations of Buildings No. 1, 2, 3, 4, 5, 6, 7, and 8 (which are without names), and the Floor Plans of Building No. 8, entitled "The Belmont Condominium, West Harwich, Massachusetts", dated _____, 1985, 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. 8, 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 five (5) sheets:

Sheet 1 - Site Plan
Sheet 23 - Building No. 8 - Basement Floor Plan
Sheet 24 - Building No. 8 - First Floor Plan
Sheet 24A- Building No. 8 - Courtyard Plan
Sheet 25 - Building No. 8 - Second Floor Plan

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. 7 of the Master Deed.

WITNESS the execution hereof under seal as of the day of May, 1985.

GREEN BELMONT, INC.

By _____
Alan J. Green, President and
Treasurer

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

By _____
Joseph R. Valle, Trustee and not
individually

Alan J. Green, Trustee and not
individually

Donald K. Kurson, Trustee and not
individually

COMMONWEALTH OF MASSACHUSETTS

County of

, ss.

, 1985

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:

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. Deregistration Order of the Land Court recorded with said Deeds in Book 3278, Page 318.

R. Rights, covenants, reservations and easement set forth in Easement from Green Belmont, Inc. to the Town of Harwich, dated July 22, 1981, and recorded with said Deeds in Book 3334, Page 303.

S. Certificate of Compliance, dated September 3, 1981 and recorded with said Deeds in Book 3359, Page 1, relating to said Order of Conditions of the Harwich Conservation Commission.

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, by Second Amendment to Mortgage and Security Agreement, dated April 30, 1980, filed with said Registry District as Document #267092, and recorded with said Registry of Deeds in Book 3111, Page 65, by Third

Amendment to Mortgage and Security Agreement, dated April 1, 1981, filed with said Registry District as Document #279157, and recorded with said Registry of Deeds in Book 3265, Page 63, by Fourth Amendment to Mortgage and Security Agreement, dated September 30, 1981, recorded with said Registry of Deeds in Book 3377, Page 236, and by Fifth Amendment to Mortgage and Security Agreement, dated December 12, 1984, recorded with said Registry of Deeds in Book _____, Page ____; 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 Amendment to 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 257, 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, 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, by Fourth Amendment to Collateral Assignment of Rents, dated September 30, 1981, recorded with said Registry of Deeds in Book 3377, Page 243, and by Fifth Amendment to Collateral Assignment of Rents, dated December 12, 1984, recorded with said Registry of Deeds in Book _____, Page ____; and Collateral Assignment of Condominium Rights and Condominium 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, as amended by First Amendment to Collateral Assignment of Condominium Rights and Condominium 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, by Second Amendment to Collateral Assignment of Condominium Rights and Condominium Unit Sales Contracts, dated September 30, 1981, recorded with said Registry of Deeds in Book 3377, Page 227, and by Third Amendment to Collateral Assignment of Condominium Rights and Condominium Unit Sales Contracts, dated December 12, 1984, recorded with said Registry of Deeds in Book _____, Page _____. Said

First of Boston Mortgage Corporation in a Subordination dated November 28, 1979 and recorded with said Registry of Deeds in Book 3023, Page 285, consented to and subordinated its lien in a certain portion of said premises referred to in said Subordination to the Master Deed, said Declaration of Trust and a certain Condominium Phasing Lease for Sub-Parcel A1, in a Subordination dated January 8, 1980 and recorded with said Registry of Deeds in Book 3042, Page 294, consented to and subordinated its lien in a certain portion of the premises referred to in said Subordination to the Master Deed as amended by Amendment No. 1 of Master Deed, in a Subordination dated May 8, 1981 and recorded with said Registry of Deeds in Book 3289, Page 43, consented to and subordinated its lien in the premises to the Master Deed, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 of Master Deed, and to certain Condominium Phasing Leases for Sub-Parcels C-1, C-2 and D-1, in a Subordination dated July 22, 1981 and recorded with said Registry of Deeds in Book 3334, Page 320, consented to and subordinated its lien in the premises to the Master Deed, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 of Master Deed, and in a Subordination, dated July 7, 1982 and recorded with said Registry of Deeds in Book 3522, Page 178, consented to and subordinated its lien in the premises to the Master Deed, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 of Master Deed. Sub-Parcels C-1, C-2 and D-1 referred to above are shown on the Site Plan which is recorded as Sheet 1 of the Plans and said Condominium Phasing Leases relating to said Sub-Parcels have been terminated of record by instruments recorded with said Registry of Deeds.

Building Description

Unit 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>
8	8	25	F	2		7	2297
		26	G	2		6	1997
		27	G	2		6	1997
		28	G	2		6	1997
		29	G	2		6	1997
		30	G	2		6	1997
		31	G	2		6	1997
		32	F	2		7	2297

EXHIBIT D - I

THE BELMONT CONDOMINIUM

Elevations

(Additions)

<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>
8	25	16.05	24.50	35.13		
	26	16.05	24.50	35.13*		
	27	16.05	24.50	35.13*		
	28	16.05	24.50	35.13*		
	29	16.05	24.50	35.13*		
	30	16.05	24.50	35.13*		
	31	16.05	24.50	35.13*		
	32	16.05	24.50	35.13		

* The Level of the master bedroom in each of Units 2 through 7 in Building No. 2, Units 10 through 23 in Building No. 6, and Units 25 through 31 in Building No. 8, is 1.80 feet higher than the level of the rest of the Second Floor.

* The Level of the pool in Building No. 3 is 10.35 feet and the Level of the Second Floor apartment (a common area) is 19.95 feet.

***The Level of the deck around the lounge-restaurant in Building No. 4 is 10.55 feet.

NOTE: First Floors of Buildings No. 1, 5 and 7 are also referred to as Beach Level.
Fourth Floors of Buildings No. 1, 5 and 7 are also referred to as Penthouse.

EXHIBIT E - V

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	.581	420	.581
311	.501	421	.501
312	.501	422	.501
313	.501	423	.501
314	.581	424	.581
315	.471	425	.471
320	.581	430	.581
321	.501	431	.501
322	.501	432	.501
323	.501	433	.501
324	.581	434	.581
325	.471	435	.471
330	.581	440	.581
331	.501	441	.501
332	.501	442	.501
333	.501	443	.501
334	.581	444	.581
335	.471	445	.471
340	.581		
341	.501		
342	.501		
343	.501		
344	.581	1	.675
345	.471	2	.627
410	.581	3	.627
411	.501	4	.627
412	.501	5	.627
413	.501	6	.627
414	.581	7	.627
415	.471	8	.675
		c-1 to c-74	.047
		c-76	.075
		c-77 to c-94	.074

EXHIBIT E - V

THE BELMONT CONDOMINIUM (Additions)

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>
110	.581	210	.581
111	.501	211	.501
112	.501	212	.501
113	.501	213	.501
114	.581	214	.581
115	.471	215	.471
120	.581	220	.581
121	.501	221	.501
122	.501	222	.501
123	.501	223	.501
124	.581	224	.581
125	.471	225	.471
130	.581	230	.581
131	.501	231	.501
132	.501	232	.501
133	.501	233	.501
134	.581	234	.581
135	.471	235	.471
140	.581	240	.581
141	.501	241	.501
142	.501	242	.501
143	.501	243	.501
144	.581	244	.581
145	.471	245	.471
9	.675		
10	.627		
11	.627		
12	.627		
13	.627		
14	.627		
15	.627		
16	.627		
17	.627		
18	.627		
19	.627		
20	.627		
21	.627		
22	.627		
23	.627		
24	.675		

EXHIBIT E - V

THE BELMONT CONDOMINIUM (Additions)

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>
510	.581	610	.581
511	.501	611	.501
512	.501	612	.501
513	.501	613	.501
514	.581	614	.581
515	.471	615	.471
520	.581	620	.581
521	.501	621	.501
522	.501	622	.501
523	.501	623	.501
524	.581	624	.581
525	.471	625	.471
530	.581	630	.581
531	.501	631	.501
532	.501	632	.501
533	.501	633	.501
534	.581	634	.581
535	.471	635	.471
540	.581	640	.581
541	.501	642	.501
542	.501	643	.501
543	.501	644	.581
544	.581	645	.471
545	.471		
25	.675		
26	.627		
27	.627		
28	.627		
29	.627		
30	.627		
31	.627		
32	.675		

AMENDMENT NUMBER NINE
TO MASTER DEED OF
THE BELMONT CONDOMINIUM

Reference is hereby made to that certain Master Deed dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 189, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, THE BELMONT Condominium.

WHEREAS, said Master Deed has heretofore been amended by Amendment No. 1 of Master Deed, dated December 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3042, Page 291; Amendment No. 2 of Master Deed, dated September 5, 1980, and recorded with the Barnstable County Registry of Deeds in Book 3150, Page 111; Amendment No. 3 of Master Deed, dated April 14, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3269, Page 203; Amendment No. 4 of Master Deed, dated April 28, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3278, Page 319; Amendment No. 5 of Master Deed, dated July 22, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3334, Page 307; Amendment No. 6 of Master Deed, dated May 28, 1982, and recorded with the Barnstable County Registry of Deeds in Book 3494, Page 150; and Amendment No. 7 of Master Deed, dated May 14, 1985, and recorded with the Barnstable County Registry of Deeds in Book 4531, Page 89; and

WHEREAS, the Unit Owners of The Belmont condominium entitled to seventy-five percent (75%) or more of the Undivided Interest in the Common Areas and Facilities desire to further amend said Master Deed as provided for in Paragraph 10 thereof.

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

1. Paragraph 8 is amended by adding at the end of the first paragraph thereof the following:

Notwithstanding the foregoing no Unit may be used by a Unit Owner on a regular basis for temporary business guests, including employees, except for principals of closely held businesses. In construing this provision it is intended that Units not be reused as business guest lodging. This provision shall not be applicable to any Unit Owner holding title as of the date of this amendment.

2. Paragraph 8 is amended by, in the fourth paragraph thereof, adding, between the second and third sentence, the following sentence:

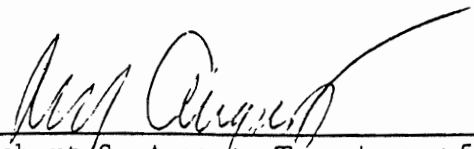
Additionally, all such renting, letting leasing or licensing (1) shall be upon a written agreement therefore in a form and content acceptable to the Trustees, a copy of which is provided to the Trustees prior to occupancy thereunder, which agreement; (2) shall, in all events, contain a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto, copies of which the Trustees shall provide to the occupants upon such reasonable fee as they may determine; and further provided that; and (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement

or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto.

3. Paragraph 10 is amended by adding at the end thereof the following:

The foregoing notwithstanding, the Trustees shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with the Barnstable County Registry of Deeds, amend this Master Deed to (1) correct any scribners error made herein; or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and other applicable state or federal laws or regulations; or (3) to comply with rules or regulations promulgated or eliminated by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), and other so-called secondary mortgage market agencies as the Trustees may deem appropriate.

IN WITNESS WHEREOF we the undersigned, being a majority of the Trustees of The Belmont Condominium Trust, and having received the consent of the Unit Owners of The Belmont Condominium holding more than seventy-five percent (75%) of the Undivided Interest as appearing on the Consents attached hereto, have hereunto set our hands and seals this 4 day of Dec , 1989.



Robert S. August, Trustee of The Belmont Condominium Trust

, Trustee of The Belmont Condominium Trust

THE BELMONT CONDOMINIUM

**AMENDMENT NUMBER TEN
TO THE MASTER DEED**

Reference is hereby made to that certain Master Deed dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 189, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, The Belmont Condominium, *ONE BELMONT ROAD, W HARWICH MA 02671.*

WHEREAS there is extant a certain jacuzzi which is part of the common recreational facilities of The Belmont Condominium.

WHEREAS maintenance of said facility is impractical due to its age and the lack of available parts and materials.

WHEREAS such facility is little used by the residents of The Belmont Condominium making its replacement with a new facility unwarranted.

WHEREAS it is, therefore, appropriate to eliminate said jacuzzi.

WHEREAS said Master Deed has heretofore been amended by Amendment No. 1 dated December 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3042, Page 291; Amendment No. 2 of Master Deed, dated September 5, 1980, and recorded with the Barnstable County Registry of Deeds in Book 3150, Page 111; Amendment No. 3 of Master Deed, dated April 14, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3269, Page 203; Amendment No. 4 of Master Deed, dated April 28, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3278, Page 319; Amendment No. 5 of Master Deed, dated July 22, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3334, Page

307; Amendment No. 6 of Master Deed, dated May 28, 1982, and recorded with the Barnstable County Registry of Deeds in Book 3494, Page 150; and Amendment No. 7 of Master Deed, dated May 14, 1985, and recorded with the Barnstable County Registry of Deeds in Book 4531, Page 089; and Amendment Number Nine dated December 4, 1989, and recorded with the Barnstable County Registry of Deeds in Book 7083, Page 001.

WHEREAS the Unit Owners entitled to seventy-five percent (75%) of the Undivided Interest, who are also the Owners of seventy-five percent (75%) or more of the Units, desire to further amend said Master Deed as provided for in Section 10 thereof and, as may be applicable, M.G.L. c. 183, §18, for the purpose hereinbefore specified.

WHEREAS no other consents are required therefore.

NOW THEREFORE said Master Deed as amended is hereby further amended by deleting therefrom, and from any plan recorded therewith, any reference to a jacuzzi as a common facility. In furtherance whereof the Trustees of The Belmont Condominium Trust, u/d/t dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 242, as amended are authorized and empowered to do all things meet and proper to the removal of the existing jacuzzi.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of The Belmont Condominium Trust, as noted in that certain instrument entitled "Certificate of Election of Trustees at Special Meeting" and recorded with the Barnstable County Registry of Deeds in Book 10426, Page 126, having first received the written consent of the Unit Owners entitled to seventy-five percent (75%) or more

of the Undivided Interest who also are the Owners of seventy-five percent (75%) or more of the Units, which consents are attached hereto, have set our hands and seals this 13TH day of December, 1996.

Edmund H. Stone
EDMUND H. STONE, Trustee
of The Belmont Condominium Trust

Bernard Feinstein
BERNARD FEINSTEIN, Trustee
of The Belmont Condominium Trust

R. Renwick
RICHARD RENWICK, Trustee
of The Belmont Condominium Trust

Gregory Angelini
GREGORY ANGELINI, Trustee
of The Belmont Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

12-13, 1996

Then personally appeared before me the above-named Richard Renwick and acknowledged the foregoing to be his/her free act and deed.

Richard C. Silva
Notary Public
My commission expires: My Commission Expires June 30 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

December 13, 1996

Then personally appeared before me the above-named Gregory
ANGELINI and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silva

Notary Public

My commission expires: ~~My~~ Commission Expires June 30, 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

December 13, 1996

Then personally appeared before me the above-named Bernard
FELDSZAIN and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silva

Notary Public

My commission expires: ~~My~~ Commission Expires June 30, 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

December 13, 1996

Then personally appeared before me the above-named Edmund
H. Stone and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silva

Notary Public

My commission expires: ~~My~~ Commission Expires June 30, 2000

THE BELMONT CONDOMINIUM
AMENDMENT NUMBER ELEVEN
TO THE MASTER DEED

Reference is hereby made to that certain Master Deed dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 189, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, The Belmont Condominium, One Belmont Road, West Harwich, Massachusetts 02671.

WHEREAS said Master Deed has heretofore been amended by Amendment No. 1 dated December 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3042, Page 291; Amendment No. 2 of Master Deed, dated September 5, 1980, and recorded with the Barnstable County Registry of Deeds in Book 3150, Page 111; Amendment No. 3 of Master Deed, dated April 14, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3269, Page 203; Amendment No. 4 of Master Deed, dated April 28, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3278, Page 319; Amendment No. 5 of Master Deed, dated July 22, 1981, and recorded with the Barnstable County Registry of Deeds in Book 3334, Page 307; Amendment No. 6 of Master Deed, dated May 28, 1982, and recorded with the Barnstable County Registry of Deeds in Book 3494, Page 150; and Amendment No. 7 of Master Deed, dated May 14, 1985, and recorded with the Barnstable County Registry of Deeds in Book 4531, Page 089; Amendment Number Nine dated December 4, 1989, and recorded with the Barnstable County Registry of Deeds in Book 7083, Page 001; and Amendment Number Ten dated December 13, 1996 and recorded with the Barnstable County Registry of Deeds in Book 10549, Page 205.

WHEREAS the Unit Owners entitled to seventy-five percent (75%) of the Undivided Interest desire to further amend said Master Deed as provided for in Section 10 thereof.

WHEREAS no other consents are required therefore.

NOW THEREFORE said Master Deed is hereby further amended as follows:

1. Paragraph 8 is amended by adding at the end thereof the following paragraph:

No Unit may be used, nor may title be held, to, by agreement, provision in the deed therefor, or otherwise, permit a so-called time share to be created or maintained which provides for more than two so-called intervals of use and further provided that neither interval is for a period of less than thirty consecutive days. The terms time share and interval shall have the meanings and be construed consistent with Chapter 183B of the General Laws of the Commonwealth of Massachusetts.

This amendment shall apply prospectively from the date of its adoption to agreements, conveyances, transfers, sales or other arrangements made or occurring subsequent thereto.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of The Belmont Condominium Trust, as noted in that certain instrument entitled "Certificate of Election of Trustees" and recorded with the Barnstable County Registry of Deeds in Book 10843, Page 243, having first received the written consent of the Unit Owners entitled to seventy-five percent (75%) or more of the Undivided Interest, which consents are attached hereto, have set our hands and seals this 18TH day of APRIL, 1998.


ROBERT MARTIN, Trustee
of The Belmont Condominium Trust

Richard Renwick
Richard Renwick, Trustee
of The Belmont Condominium Trust

Harry Harootunian
Harry Harootunian, Trustee
of The Belmont Condominium Trust

Robert August
Robert August, Trustee
of The Belmont Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

4-18, 1998

Then personally appeared before me the above-named Robert
MARTIN and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silva

Notary Public

My commission expires: My Commission Expires June 30, 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

APRIL 25, 1998

Then personally appeared before me the above-named Richard
Renwick and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silva

Notary Public

My commission expires: My Commission Expires June 30, 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

May 4, 1998

Then personally appeared before me the above-named Harry
Harvotunian and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silu

Notary Public

My commission expires:

My Commission Expires June 30, 2000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

May 9, 1998

Then personally appeared before me the above-named Robert
AUGUST and acknowledged the foregoing to be his/her free act
and deed.

Richard C. Silu

Notary Public

My commission expires:

My Commission Expires June 30, 2000

UNIT DEED

GREEN BELMONT, INC., a Massachusetts corporation, having a usual place of business in Wellesley, Norfolk County, Massachusetts, for consideration of \$ _____ paid, hereby grants with Quitclaim Covenants to

NAME:
ADDRESS:

UNIT NO. _____ (the "Unit") in Building No. _____ in The Belmont Condominium, (the "Condominium") created by Master Deed, dated November 19, 1979, recorded with the Barnstable County Registry of Deeds on November 30, 1979 in Book 3023, Page 189, and situated on Belmont Road, primarily in the Town of Harwich with a small portion thereof in the Town of Dennis, Massachusetts, the address of which is Belmont Road, West Harwich, Massachusetts 02671, together with an undivided _____ percentage interest appertaining to said Unit in the common areas and facilities of the Condominium, and together with the rights and easements appurtenant to the Unit as set forth in said Master Deed. Said percentage interest is subject to reduction incident to the inclusion of Addition(s) to the Condominium, as described and defined in Section 9 of said Master Deed.

Attached hereto and made a part hereof are copies of portions of the Plans attached to said Master Deed bearing the verified statement of a registered architect certifying that they show the unit designation of the Unit hereby conveyed, and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimensions, approximate area, main entrance, and immediate common areas to which it has access, as built.

Said Unit is hereby conveyed together with the exclusive right and easement to use, subject to and in accordance with provisions of the Master Deed, the parking space designated on Sheet ____ of said Plans as _____. (Note: This paragraph will be deleted for Cabana Units.)

The Unit hereby conveyed is intended to be used for the following purposes, and is subject to the following restrictions, as set forth in Sections 7 and 8 of said Master Deed:

"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 it 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 thereafter 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 used 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."

The Unit and the undivided interest in said common areas and facilities hereby conveyed are conveyed (i) subject to the provisions of said Chapter 183A and to taxes attributable thereto for the current fiscal year, as are not now due and payable; (ii) subject to and with the benefit of the provisions hereof and all the rights, restrictions, easements, agreements and other matters referred to or set forth in said Master Deed (including, without limitation, in Exhibit A thereof and in Sections 9, 12, 13, 14 and 15 thereof), and in the Declaration of Trust for the said The Belmont Condominium Trust recorded with Barnstable County Registry of Deeds in Book 3023, Page 242, and the By-laws contained therein and any rules and regulations promulgated pursuant thereto, and the obligations thereunder to pay the proportionate share attributable to said Unit of the 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; and (iii) subject to all easements, restrictions, agreements and other matters of record affecting said Unit and said common areas and facilities insofar as now in force and applicable; all of which the grantee (jointly and severally, if more than one grantee) by acceptance and recording hereof agrees to comply with, perform, assume and pay.

By acceptance hereof, the grantee(s) hereby expressly acknowledge and agree that the grantor, as Declarant of said Master Deed, has reserved and shall have the rights, as set forth in Section 9 thereof, to amend said Master Deed to include in the Condominium Additions(s) thereto, as described and defined in said Master Deed, whereupon the percentage of interest of the Unit hereby conveyed in the common areas and facilities will be changed as provided in said Section 9; and to that end, the grantee(s) hereby constitute and appoint the grantor the true and lawful attorney of the grantee(s) to execute, acknowledge, deliver and record any such amendments of said Master Deed and/or other instruments (including without limitation easements for utility or other services to such Addition(s)) deemed by the grantor to be necessary or appropriate to effectuate the inclusion of said Addition(s) to the Condominium, the power of attorney hereby granted being coupled with an interest and irrevocable.

Reference is made to the fact that Parcels C and D referred to in said Master Deed are registered land pursuant to the provisions of Massachusetts General Laws, Chapter 185. By acceptance hereof, grantee(s) hereby expressly acknowledge and agree that the grantor, as Declarant of the Master Deed, has reserved and shall have the right, without the consent of any Unit Owner of the Condominium, as set forth in Section 9 of said Master Deed, 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 same are included in the Condominium; and to that end

grantee(s) hereby constitute and appoint the grantor the true and lawful attorney of the grantee(s) to execute, and file with the Land Court such petition(s) and/or other instruments deemed by the grantor to be necessary or appropriate to effectuate such withdrawal of said Parcels C and D, or portions thereof, from the provisions of said Chapter 185, the power of attorney hereby granted being coupled with an interest and irrevocable.

WITNESS the execution hereof, under seal, this _____ day of _____, 19 ____ .

GREEN BELMONT, INC.

GRANTEE (S)

By _____
Its
Hereunto duly authorized

GRANTOR

COMMONWEALTH OF MASSACHUSETTS

ss.

DATE:

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

Notary Public
My Commission expires:

CABANA UNIT DEED

GREEN BELMONT, INC., a Massachusetts corporation, having a usual place of business in Wellesley, Norfolk County, Massachusetts, for consideration of \$ _____ paid, hereby grants with Quitclaim Covenants to

NAME:

ADDRESS:

UNIT NO. C- _____ (the "Unit") in Building No. _____ in The Belmont Condominium, (the "Condominium") created by Master Deed, dated November 19, 1979, recorded with the Barnstable County Registry of Deeds on November 30, 1979 in Book 3023, Page 189, as amended, and situated on Belmont Road, primarily in the Town of Harwich with a small portion thereof in the Town of Dennis, Massachusetts, the address of which is Belmont Road, West Harwich, Massachusetts 02671, together with an undivided _____ percentage interest appertaining to said Unit in the common areas and facilities of the Condominium, and together with the rights and easements appurtenant to the Unit as set forth in said Master Deed. Said percentage interest is subject to reduction incident to the inclusion of Addition(s) to the Condominium, as described and defined in Section 9 of said Master Deed.

Attached hereto and made a part hereof are copies of portions of the Plans attached to said Master Deed bearing the verified statement of a registered architect certifying that they show the unit designation of the Unit hereby conveyed, and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimensions, approximate area, main entrance, and immediate common areas to which it has access, as built.

The Unit hereby conveyed is intended to be used for the following purposes, and is subject to the following restrictions, as set forth in Sections 7 and 8 of said Master Deed:

"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 it 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 thereafter 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."

The Grantee by the acceptance of this Cabana Unit Deed agrees, for the Grantee and the Grantee's successors and assigns, that the sale, use and enjoyment of the Unit conveyed hereby shall also be subject to the following restrictions:

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.

The foregoing restrictions are also set forth in Section 5 of Amendment No. 2 of Master Deed.

The Unit and the undivided interest in said common areas and facilities hereby conveyed are conveyed (i) subject to the provisions of said Chapter 183A and to taxes attributable thereto for the current fiscal year, as are not now due and payable; (ii) subject to and with the benefit of the provisions hereof and all the rights, restrictions, easements, agreements and other matters referred to or set forth in said Master Deed (including, without limitation, in Exhibit A thereof and in Sections 9, 12, 13, 14 and 15 thereof), and in the Declaration of Trust for the said The Belmont Condominium Trust recorded with Barnstable County Registry of Deeds in Book 3023, Page 242, and the By-laws contained therein and any rules and regulations promulgated pursuant thereto, and the obligations thereunder to pay the proportionate share attributable to said Unit of the 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; and (iii) subject to all easements, restrictions, agreements and other matters of record affecting said Unit and said common areas and facilities insofar as now in force and applicable; all of which the grantee (jointly and severally, if more than one grantee) by acceptance and recording hereof agrees to comply with, perform, assume and pay.

By acceptance hereof, the grantee(s) hereby expressly acknowledge and agree that the grantor, as Declarant of said Master Deed, has reserved and shall have the rights, as set forth in Section 9 thereof, to amend said Master Deed to include in the Condominium Additions(s) thereto, as described and defined in said Master Deed, whereupon the percentage of interest of the Unit hereby conveyed in the common areas and facilities will be changed as provided in said Section 9; and to that end, the grantee(s) hereby constitute and appoint the grantor the

true and lawful attorney of the grantee(s) to execute, acknowledge, deliver and record any such amendments of said Master Deed and/or other instruments (including without limitation easements for utility or other services to such Addition(s)) deemed by the grantor to be necessary or appropriate to effectuate the inclusion of said Addition(s) to the Condominium, the power of attorney hereby granted being coupled with an interest and irrevocable.

Reference is made to the fact that Parcels C and D referred to in said Master Deed are registered land pursuant to the provisions of Massachusetts General Laws, Chapter 185. By acceptance hereof, grantee(s) hereby expressly acknowledge and agree that the grantor, as Declarant of the Master Deed, has reserved and shall have the right, without the consent of any Unit Owner of the Condominium, as set forth in Section 9 of said Master Deed, 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 same are included in the Condominium; and to that end grantee(s) hereby constitute and appoint the grantor the true and lawful attorney of the grantee(s) to execute, and file with the Land Court such petition(s) and/or other instruments deemed by the grantor to be necessary or appropriate to effectuate such withdrawal of said Parcels C and D, or portions thereof, from the provisions of said Chapter 185, the power of attorney hereby granted being coupled with an interest and irrevocable.

WITNESS the execution hereof, under seal, this _____ day of _____, 19 .

GREEN BELMONT, INC.

GRANTEE(S)

By _____
Its
Hereunto duly authorized

GRANTOR

COMMONWEALTH OF MASSACHUSETTS

ss.

DATE:

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

Notary Public

My Commission expires:

CERTIFICATE

Pursuant to Massachusetts General Laws, Chapter 183A, Section 6(d), the undersigned, being the organization of Unit owners of The Belmont Condominium under Declaration of Trust, dated November 19, 1979, and recorded with Barnstable County Registry of Deeds, Book 3023, Page 242, does hereby certify that there are no unpaid common expenses which have been assessed against the Unit owner of Unit No. _____ of The Belmont Condominium as of the date of this Certificate.

THE BELMONT CONDOMINIUM TRUST,
u/d/t dated November 19, 1979,
and recorded as aforesaid.

Date:

By _____

Co-Trustee, for himself as
such Trustee and for and in
behalf of his Co-Trustees,
not individually, and with no
personal liability.

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF _____

, 1979

Then before me personally appeared
to me personally known, who, being by me duly sworn, did say that he
is a Trustee of The BELMONT CONDOMINIUM TRUST, identified above, and
did acknowledge this instrument to be his free act and deed as Trustee
as aforesaid.

Notary Public

My Commission expires:

CONDOMINIUM PHASING LEASE

(Sub-Parcel C-2)

THIS LEASE executed this 14th day of April, 1981, by and between GREEN BELMONT, INC., a Massachusetts corporation having an usual place of business in Wellesley, Norfolk County, Massachusetts, hereinafter referred to as "LESSOR", and ALAN J. GREEN, Trustee of Belmont Trust under Declaration of Trust dated April 12, 1977, recorded Barnstable Registry of Deeds in Book 2493, Page 314, hereinafter referred to as "LESSEE",

W I T N E S S E T H:

That, in consideration of the rents herein reserved and the covenants and agreements contained, Lessor hereby rents and demises to Lessee, and Lessee hereby rents from Lessor, that certain parcel of land shown as Sub-Parcel C-2 on the plan referred to in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements from time to time erected and situated on said land and all appurtenances and easements thereto belonging or appertaining, situated in Harwich, Barnstable County, Massachusetts, and hereinafter referred to as the "Leased Premises",

TO HAVE AND TO HOLD the Leased Premises for the term and upon the conditions hereinafter set forth:

ARTICLE I

Term: The term of the lease shall be for a period of twenty (20) years commencing April , 1981, subject to the provisions of Article IX hereof.

ARTICLE II

Rent: Lessee covenants and agrees to pay to Lessor a net rental ("net rent") of Ten (10) dollars per year for each year of the term of this lease, payable annually.

ARTICLE III

Taxes: Lessor covenants and agrees to pay all taxes and assessments, both real and personal, of every nature and description which are levied against the Leased Premises during or applicable to said lease term and all other expenses incident to the ownership of the land and the buildings and improvements thereon.

ARTICLE IV

Condominium: A. Lessee and Lessor acknowledge and agree that Lessor has created and established a condominium, pursuant to provisions of Massachusetts General Laws, Chapter 183A, of the premises shown as Parcels A, B, C and D on the plan referred to in Exhibit A hereto annexed, including the Leased Premises comprising Sub-Parcel C-2 thereof, and to provide in the Master Deed of said condominium for the subsequent inclusion therein by suitable Amendment to the Master Deed, of additional condominium units as and when the construction thereof is completed on said Sub-Parcel C-2, with which suitable elements of and on said Sub-Parcel C-2 will then, by such Amendment, be included in the common areas and facilities of said condominium.

B. Lessee hereby consents to the creation and establishment of such condominium and to such subsequent Amendment, and agrees with Lessor to execute and deliver to Lessor, or to join with Lessor in the

execution and delivery of, such instruments as Lessor may at any time and from time to time reasonably request in order to effect or facilitate the creation and establishment of said condominium and the subsequent inclusion therein of such additional units and common areas and facilities on said Sub-Parcel C-2.

C. Lessor hereby grants to and confers upon Lessee the right and authority to proceed with the construction of such additional units on said Sub-Parcel C-2 in accordance with applicable provisions, requirements, plans, and specifications of such Master Deed, the architectural plans and specifications thereof, of which copies have been delivered by Lessor to Lessee, and the architectural and construction contracts with respect to portions thereof which have been entered by Lessor, of which copies have been delivered by Lessor to Lessee; provided, however, that Lessee covenants and agrees with Lessor not to exercise the right and authority hereby granted so long as, in the reasonable opinion of Lessee, Lessor is itself proceeding with construction in accordance with all such provisions, requirements, plans and specifications in a manner and with a rate of progress which, in the reasonable opinion of Lessee as aforesaid, will result in the completion of such construction and inclusion of such additional units and common areas and facilities in said condominium within the time periods allowed therefor in said Master Deed.

ARTICLE V

Use: The Leased Premises may be used for any lawful purpose consistent with the provisions of the foregoing Article IV and with the provisions of said Master Deed.

ARTICLE VI

Indemnification: Lessee agrees to indemnify Lessor from and against any and all claims and demands, except such as result from the negligence of Lessor or its agents, servants and/or employees, for or in connection with any accident, injury or damage whatsoever caused to any person or to any personal property arising directly or indirectly out of the possession or use of the Leased Premises of any part thereof by the Lessee.

ARTICLE VII

Defaults: If any default be made in the payment of rent and if Lessee fails to cure such default within thirty (30) days after receipt of written notice to Lessee, or if default be made in the performance of any other condition, covenant or agreement herein, and if Lessee fails to cure such default within thirty (30) days after written notice thereof to Lessee, or commence to cure such default within said thirty (30) day period and thereafter diligently proceed to completion, then Lessor may immediately take legal action on account of such default for such relief at law or in equity as may be appropriate except for termination of this Lease or recovery of possession of Leased Premises, but Lessor shall not have any right, except as provided in Article IX hereof, to terminate this lease, or to re-enter or take possession, or in any manner interrupt or disturb Lessee's peaceful possession of enjoyment, of the Leased Premises.

ARTICLE VIII

Quiet Enjoyment: Lessor hereby covenants and agrees that Lessee and its successors and assigns, upon paying the rents and performing and fulfilling the conditions and provisions herein upon

Lessee's part to be paid or fulfilled, shall and may peaceably and quietly hold, occupy and enjoy the Leased Premises during the term of this lease, subject to provisions of Article IX hereof, free from any hindrance or molestation by Lessor, or any personal or persons rightfully claiming through or under Lessor.

Lessor hereby warrants that it has good record and title to the Leased Premises in fee simple, free of encumbrances, and that it has the unrestricted right to enter into this lease upon the terms herein contained.

ARTICLE IX

Termination: With respect to Sub-Parcel C-2 comprising the Leased Premises, the leasehold hereunder shall terminate and this lease shall cease and be void with respect to such Sub-Parcel C-2 and the buildings and improvements thereon upon the recording with Barnstable Registry of Deeds of an Amendment of the Master Deed of the condominium referred to in Article IV hereof by which Amendment condominium units then constructed on such Sub-Parcel C-2, together with the common facilities thereon, are included in the condominium established by said Master Deed. Such termination shall be effected by the recording of such Amendment ipso facto, and Lessee further agrees to execute and deliver to Lessor such instruments as Lessor shall reasonably request in order to confirm and establish each such termination. If and when Sub-Parcel C-2 is so removed from the operation and effect of this lease, then and thereupon this lease shall terminate in its entirety and be void without recourse to the parties hereto.

ARTICLE X

Encumbrance of Leasehold: Lessee shall have the right and authority to mortgage, pledge, assign or otherwise encumber the leasehold hereunder, and the holder of any such mortgage, pledge, assignment or other encumbrance shall have and may exercise all of the rights and authorities of the Lessee hereunder.

ARTICLE XI

Binding on Successors: This lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease under seal the day and year first above-written.

GREEN BELMONT, INC.

By

Alan J. Green
Its President

Lessor

Alan J. Green
Alan J. Green
As Trustee of Belmont Trust and not
Individually

Lessee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

April 14, 1981

Then personally appeared the above-named Alan J. Green, and acknowledged the foregoing instrument to be the free act and deed of Green Belmont, Inc., before me,

Helen M. Perry
Notary Public

My commission expires: *10/29/82*

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

April 14, 1981

Then personally appeared the above-named Alan J. Green, and acknowledged the foregoing instrument to be his free act and deed as Trustee of Belmont Trust, before me,

Helen M. Perry
Notary Public

My commission expires: *10/29/82*

EXHIBIT A

That certain parcel of land shown as and designated Sub-Parcel C-2 on the plan entitled "Plan of Land, West Harwich, Mass., Owned By: Green Belmont, Inc.", Scale 1" = 60', dated April 7, 1981, prepared by Apex Engineering Co., Inc., to be recorded with Barnstable Registry of Deeds as a new Sheet 1 of The Belmont Condominium Plans to be recorded with the Third Amendment of Master Deed, of even date and record herewith.

CONDOMINIUM PHASING LEASE

(Sub-Parcel D-1)

THIS LEASE executed this 14th day of April, 1981, by and between GREEN BELMONT, INC., a Massachusetts corporation having an usual place of business in Wellesley, Norfolk County, Massachusetts, hereinafter referred to as "LESSOR", and ALAN J. GREEN, Trustee of Belmont Trust under Declaration of Trust dated April 12, 1977, recorded Barnstable Registry of Deeds in Book 2493, Page 314, hereinafter referred to as "LESSEE",

W I T N E S S E T H:

That, in consideration of the rents herein reserved and the covenants and agreements contained, Lessor hereby rents and demises to Lessee, and Lessee hereby rents from Lessor, that certain parcel of land shown as Sub-Parcel D-1 on the plan referred to in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements from time to time erected and situated on said land and all appurtenances and easements thereto belonging or appertaining, situated in Harwich, Barnstable County, Massachusetts, and hereinafter referred to as the "Leased Premises",

TO HAVE AND TO HOLD the Leased Premises for the term and upon the conditions hereinafter set forth:

ARTICLE I

Term: The term of the lease shall be for a period of twenty (20) years commencing April , 1981, subject to the provisions of Article IX hereof.

ARTICLE II

Rent: Lessee covenants and agrees to pay to Lessor a net rental ("net rent") of Ten (10) dollars per year for each year of the term of this lease, payable annually.

ARTICLE III

Taxes: Lessor covenants and agrees to pay all taxes and assessments, both real and personal, of every nature and description which are levied against the Leased Premises during or applicable to said lease term and all other expenses incident to the ownership of the land and the buildings and improvements thereon.

ARTICLE IV

Condominium: A. Lessee and Lessor acknowledge and agree that Lessor has created and established a condominium, pursuant to provisions of Massachusetts General Laws, Chapter 183A, of the premises shown as Parcels A, B, C and D on the plan referred to in Exhibit A hereto annexed, including the Leased Premises comprising Sub-Parcel D-1 thereof, and to provide in the Master Deed of said condominium for the subsequent inclusion therein by suitable Amendment to the Master Deed, of additional condominium units as and when the construction thereof is completed on said Sub-Parcel D-1, with which suitable elements of and on said Sub-Parcel D-1 will then, by such Amendment, be included in the common areas and facilities of said condominium.

B. Lessee hereby consents to the creation and establishment of such condominium and to such subsequent Amendment, and agrees with Lessor to execute and deliver to Lessor, or to join with Lessor in the

execution and delivery of, such instruments as Lessor may at any time and from time to time reasonably request in order to effect or facilitate the creation and establishment of said condominium and the subsequent inclusion therein of such additional units and common areas and facilities on said Sub-Parcel D-1.

C. Lessor hereby grants to and confers upon Lessee the right and authority to proceed with the construction of such additional units on said Sub-Parcel D-1 in accordance with applicable provisions, requirements, plans, and specifications of such Master Deed, the architectural plans and specifications thereof, of which copies have been delivered by Lessor to Lessee, and the architectural and construction contracts with respect to portions thereof which have been entered by Lessor, of which copies have been delivered by Lessor to Lessee; provided, however, that Lessee covenants and agrees with Lessor not to exercise the right and authority hereby granted so long as, in the reasonable opinion of Lessee, Lessor is itself proceeding with construction in accordance with all such provisions, requirements, plans and specifications in a manner and with a rate of progress which, in the reasonable opinion of Lessee as aforesaid, will result in the completion of such construction and inclusion of such additional units and common areas and facilities in said condominium within the time periods allowed therefor in said Master Deed.

ARTICLE V

Use: The Leased Premises may be used for any lawful purpose consistent with the provisions of the foregoing Article IV and with the provisions of said Master Deed.

ARTICLE VI

Indemnification: Lessee agrees to indemnify Lessor from and against any and all claims and demands, except such as result from the negligence of Lessor or its agents, servants and/or employees, for or in connection with any accident, injury or damage whatsoever caused to any person or to any personal property arising directly or indirectly out of the possession or use of the Leased Premises of any part thereof by the Lessee.

ARTICLE VII

Defaults: If any default be made in the payment of rent and if Lessee fails to cure such default within thirty (30) days after receipt of written notice to Lessee, or if default be made in the performance of any other condition, covenant or agreement herein, and if Lessee fails to cure such default within thirty (30) days after written notice thereof to Lessee, or commence to cure such default within said thirty (30) day period and thereafter diligently proceed to completion, then Lessor may immediately take legal action on account of such default for such relief at law or in equity as may be appropriate except for termination of this Lease or recovery of possession of Leased Premises, but Lessor shall not have any right, except as provided in Article IX hereof, to terminate this lease, or to re-enter or take possession, or in any manner interrupt or disturb Lessee's peaceful possession of enjoyment, of the Leased Premises.

ARTICLE VIII

Quiet Enjoyment: Lessor hereby covenants and agrees that Lessee and its successors and assigns, upon paying the rents and performing and fulfilling the conditions and provisions herein upon

Lessee's part to be paid or fulfilled, shall and may peaceably and quietly hold, occupy and enjoy the Leased Premises during the term of this lease, subject to provisions of Article IX hereof, free from any hindrance or molestation by Lessor, or any personal or persons rightfully claiming through or under Lessor.

Lessor hereby warrants that it has good record and title to the Leased Premises in fee simple, free of encumbrances, and that it has the unrestricted right to enter into this lease upon the terms herein contained.

ARTICLE IX

Termination: With respect to Sub-Parcel D-1 comprising the Leased Premises, the leasehold hereunder shall terminate and this lease shall cease and be void with respect to such Sub-Parcel D-1 and the buildings and improvements thereon upon the recording with Barnstable Registry of Deeds of an Amendment of the Master Deed of the condominium referred to in Article IV hereof by which Amendment condominium units then constructed on such Sub-Parcel D-1, together with the common facilities thereon, are included in the condominium established by said Master Deed. Such termination shall be effected by the recording of such Amendment ipso facto, and Lessee further agrees to execute and deliver to Lessor such instruments as Lessor shall reasonably request in order to confirm and establish each such termination. If and when Sub-Parcel D-1 is so removed from the operation and effect of this lease, then and thereupon this lease shall terminate in its entirety and be void without recourse to the parties hereto.

ARTICLE X

Encumbrance of Leasehold: Lessee shall have the right and authority to mortgage, pledge, assign or otherwise encumber the leasehold hereunder, and the holder of any such mortgage, pledge, assignment or other encumbrance shall have and may exercise all of the rights and authorities of the Lessee hereunder.

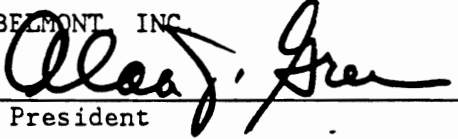
ARTICLE XI

Binding on Successors: This lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

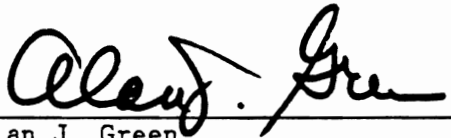
IN WITNESS WHEREOF, the parties hereto have executed this lease under seal the day and year first above-written.

GREEN BELMONT, INC.

By


Its President

Lessor


Alan J. Green
As Trustee of Belmont Trust and not
Individually

Lessee

COMMONWEALTH OF MASSACHUSETTS

Norfolk , ss.

April 14, 1981

Then personally appeared the above-named Alan J. Green, and acknowledged the foregoing instrument to be the free act and deed of Green Belmont, Inc., before me,

Helen M. Perry

Notary Public

My commission expires: *10/29/82*

COMMONWEALTH OF MASSACHUSETTS

Norfolk , ss.

April 14, 1981

Then personally appeared the above-named Alan J. Green, and acknowledged the foregoing instrument to be his free act and deed as Trustee of Belmont Trust, before me,

Helen M. Perry

Notary Public

My commission expires: *10/29/82*

EXHIBIT A

That certain parcel of land shown as and designated Sub-Parcel D-1 on the plan entitled "Plan of Land, West Harwich, Mass., Owned By: Green Belmont, Inc.", Scale 1" = 60', dated April 7, 1981, prepared by Apex Engineering Co., Inc., to be recorded with Barnstable Registry of Deeds as a new Sheet 1 of The Belmont Condominium Plans to be recorded with the Third Amendment of Master Deed, of even date and record herewith.