



## Planning Board

Town of Salisbury  
5 Beach Road  
Salisbury, MA 01952

### Request for Certificate of Partial Completion

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Date January 13, 2023

1. This request is being made by:

Name: 504 North End Blvd. LLC c/o Lisa Mead, Mead, Talerman & Costa LLC

Mailing address: 30 Green Street, Newburyport, MA 01950

Phone & Fax: 978-463-7700; 978-463-7747

E-mail: lisa@mtclawyers.com

2. This request is in reference to the work regulated by:

Name of Plan: Residential Site Development Plan Set for 504 North End Blvd dated 3/15/2021, revised thru 10/14/2021 via Minor Modification

Address of Project: 504 North End Boulevard

Date of Approved Plan: 6/24/21 Original Decision; 11/18/21 Minor Modification

Map/Lot: Map 36, Lot 138 A-L

Owner: 504 North End Blvd, LLC

Owner's Address: 229 Stedman St., Lowell, MA 01851

Applicant (if other than owner): Same as Owner

Applicant's Address: Same as Owner

3. This request is for certification that:

- ☐ the work regulated by the Site Plan Approval has been satisfactorily completed
- ☒ the work regulated by the above site plan approval is substantially completed and the only remaining work shown on the site plan is the landscaping or minor site work.
- ☐ the above reference approval has expired and therefore is no longer valid and the work was never started.

The undersigned hereby certifies that:

1. S/he is the applicant or engineer representative for the above project;
2. The site developments described by the site plan documents have been installed on the project site;
3. The conditions of the Planning Board's approval have been substantially met. It is understood that a bond will be posted to cover any outstanding issues.

**Lisa L. Mead**

Printed Name of Applicant/Engineer

**1/13/2023**

Date



Signature of Applicant/Engineer

**9784637700**

Contact phone #

Planning Board's Inspector has 10 calendar days from the filing of this application to conduct a final inspection (Zoning Bylaw Section XVIII. §300-112.H)



Mead, Talerman & Costa, LLC  
Attorneys at Law

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Newburyport, MA 01950

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Fax 978.463.7747

[www.mtclawyers.com](http://www.mtclawyers.com)

January 13, 2023

John "Marty" Doggett, Chair  
Salisbury Planning Board  
City Hall  
5 Beach Road  
Salisbury, MA 01952

Re: Request for Partial Certificate of Completion  
504 No. End Blvd., Salisbury, Massachusetts,  
Assessor's Map 36, Lot 138 A-L (the "Property")

Dear Chair and Members of the Board:

Reference is made to the above captioned matter. In that connection enclosed please find an interim "As-Built" plan for the project and proposed Condominium Documents and Master Deed. In accordance with the conditions of the Site Plan Review Decision (the "Decision"), particularly Paragraphs 31 and 33 of the Decision, the Applicant is requesting a Partial Certificate of Completion and confirmation to the Building Inspector that the certificates of occupancy for units A, B, D, E, G, H, and J of the structure may be released.

To be clear, please let this letter and materials accompanying it serve as a formal request that this Partial Certificate of Completion Application is on the Agenda for your January 25, 2023, Meeting.

Enclosed please find the Town's Partial Certificate of Completion Application form, Interim "As Built Plan", and proposed Condominium Documents.

As you will see on the Interim "As Built Plan" the project has been completed in compliance with what was approved by the Board.

As required by the Decision, the Applicant now submits the proposed Condominium Documents and Master Deed as Paragraph 32 of the Decision Conditions requires "Applicant shall submit condominium documents and master deed to the assessor and the Planning Department for review and approval. The Planning Department shall review the documents for consistency with this site plan approval and provide the Planning Board with a report of their findings."

The Decision required that these documents included the following:

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*Millis Office*

730 Main Street, Suite 1F  
Millis, MA 02054  
Phone/Fax 508.376.8400

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*New Bedford Office*

227 Union Street, Suite 606  
New Bedford, MA 02740



- Provision obligating Condominium Association and Condominium Owners to maintain and repair the sewer pipe in perpetuity. See Article V(1)(1) of the Condominium Trust and also the Rules and Regulations contained in Condominium Trust.
- “Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. Condominium Documents shall include a provision obligating the Condominium Association and Condominium Owners for such maintenance and inspections. These Operation and Maintenance inspections shall be provided to the Planning Department for their records.” See Section VIII(b) of Master Deed, Article V. Article V(1)(1) of the Condominium Trust and also the Rules and Regulations contained in Condominium Trust.
- Provision obligating Condominium Association and Condominium Owners to remove snow from the site. Snow shall not be placed on abutting private property, State or town Property. Snow shall be stored on site per plan and the snow shall not block roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. If the snow storage areas are at capacity, snow is to be carted off site. See Article V(1)(1) of the Condominium Trust and also the Rules and Regulations contained in Condominium Trust.
- Condominium Documents shall include a provision that all lighting on site including future lighting installed by new owners shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way. See Section IX of Master Deed and also the Rules and Regulations contained in Condominium Trust.
- To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings in the designated parking spots shown on the plans. This provision will be included in the condominium documents and signage to this effect will be installed. See Section VIII(b) of Master Deed and also the Rules and Regulations contained in Condominium Trust.
- There shall be no parking allowed in the front yard setback. The front yard setback is defined as the space between North End Blvd and the westerly facade of the condominium buildings. In order to ensure this the applicant shall install seasonal planters, or other barriers, which physically prevent parking in the setback, install signage indicating no parking and include in the Condominium Documents Rules and Regulations that there shall be no parking in the front yard. See Article V(1)(1) of the Condominium Trust and also the Rules and Regulations contained in Condominium Trust.
- Unit Owners may not enclose the area beneath the Units in any manner whatsoever. See Section VIII(b) of Master Deed and also the Rules and Regulations contained in Condominium Trust.

Copies of all documents referenced herein and included with this filing are also being provided to the Town’s Peer Review Engineer, Joe Serwatka and the Assessors Office.

Finally, please find an email included in the package from Fire Captain Murphy indicating he has walked the Property and has no safety concerns.



Please also be advised that the Applicant is aware of the condition in the Decision that payments shall be made to the Affordable Housing Trust and also to the Select Board prior to the issuance of the final Certificate of Occupancy. Accordingly, the Applicant intends to address these conditions prior to coming before this Board to requesting the final Certificate of Completion.

Should you have any questions or concerns, please contact me at (978) 463-7700.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "L.M. by BWG".

Lisa L. Mead

cc: Client

Assessor

Joe Serwatka

DRAFT / SUBJECT TO CHANGE BEFORE FINAL RECORDING

(SPACE ABOVE RESERVED FOR REGISTRY OF DEEDS)

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**DECLARATION OF TRUST  
FOR  
THE ATLANTIC VILLAS**

This Declaration of Trust made this \_\_\_\_ day of \_\_\_\_\_, 2023, by 504 North End Blvd LLC, a Massachusetts Limited Liability Company with its principal office at 229 Stedman Street, Lowell, Middlesex County, Massachusetts (the "Trustee"), which term and any pronoun referring thereto shall be deemed to include its successor(s) in trust hereunder and to mean the Trustee(s) for the time being hereunder, wherever the context so permits.

**ARTICLE I**  
**Name of Trust**

The Trust name shall be hereby known as the "THE ATLANTIC VILLAS TRUST," and under that name, so far as legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed. The mailing address of the Trust is 229 Stedman Street, Lowell, Massachusetts 01851, until such time as the Turnover Event.

**ARTICLE II**  
**The Trust and Its Purpose**

Section 1. All of the rights and powers in and with respect to the common areas and facilities (the "Common Elements") of **THE ATLANTIC VILLAS** (the "Condominium"), established by Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A") conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with rights of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units (the "Units") of the Condominium (the "Unit Owners"), according to the schedule of beneficial interests set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of

Chapter 183A, this Trust being the organization of Unit Owners established pursuant to the provisions of Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the Trust property and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

### ARTICLE III The Trustees

Section 1. Except as expressly provided in the second paragraph of this Section 1, there shall at all times be three (3) Trustees. Provided, however, that, notwithstanding anything to the contrary in this Trust contained, until the Turnover Event, as hereinafter defined, the number of Trustees shall be one (1) consisting of the original Trustee named herein or another person or entity designated by 504 North End Blvd LLC (the "Original Trustee"). The Turnover Event (the "Turnover Event") shall be no later than the earlier of the following events: (a) upon all of the Units in the Condominium having been conveyed of record; or (b) seven (7) years from the date first above written. Upon the occurrence of the Turnover Event, the Original Trustee (or the successor thereto) shall be automatically removed from office and the office of Trustee shall be deemed vacant so as to permit the vacancy to be filled by Unit Owners in the manner set forth in Section 3 below. Until such vacancy has been filled, the Original Trustee (or the successor thereto) may continue for the Trust, and shall retain responsibility for the installation, operation and maintenance of all common facilities until all Units are sold.

Notwithstanding anything to the contrary in this Trust contained, during the time the Original Trustee is entitled to designate the Trustee as aforesaid, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Original Trustee may be filled by an instrument executed by the Original Trustee and recorded with the Southern Essex District Registry of Deeds (the "Registry of Deeds") stating the new Trustee's name and address and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged.

And further, the Declarant shall have, and is hereby granted, the right, but not the requirement, of access for a period of two years following the conveyance of the last unit, at reasonable times and consistent with the comfort, convenience and safety of Unit Owners, to the Common Elements and such areas of each EUA as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, completion, repair and replacement of Common Areas and Facilities necessary to close out and comply with the terms and provisions of the Town of Salisbury's permits granted to Declaration for the development and construction of the Condominium, and correction, termination, and removal of acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.

Section 2. From and after the Turnover Event, the terms of office of the Trustees shall, except as hereinafter provided, be three (3) years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees after the Turnover Event shall be one (1) year, two (2) years, and three (3) years, respectively, determined by lot, and thereafter upon any increase or decrease in the number of Trustees, the terms of any then newly-appointed Trustee



or Trustees shall be one (1) year, two (2) years, or three (3) years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

Section 3. Subject to the rights of the Original Trustee recited in Section 1 concerning the filling of vacancies during the time the Original Trustee is entitled to designate the Trustee, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office of Trustee shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, by vote of the owners of at least fifty-one percent (51%) of the Units in the Condominium or, if the Unit Owners have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one (1); and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Registry of Deeds of such instrument of appointment or a certificate of such appointment signed by a majority of the then remaining Trustees or by the sole remaining Trustee if only one (1), together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days, and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and after notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. The foregoing provisions of this Section 3 notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 4. In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, as provided in Article V, Section 6, below; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, unless the number of Trustees hereunder shall become less than two (2), in which case the then remaining or surviving Trustee, if any, may act with respect to the administration of the Trust hereunder or exercise any of the powers hereby conferred. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 5. Any Trustee may resign at any time by an instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of the Original Trustee recited in Section 1 to designate a Trustee of its own choice, any Trustee may be removed with or without cause by vote of the owners of at least fifty-one percent (51%) of the Units in the Condominium. The vacancy resulting from such removal shall be filled in the manner provided in Section 3 above. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of such removal signed by the owners of at least fifty-one percent (51%) of the Units in the CONDOMINIUM. By instrument recorded with the Registry of Deeds, the Original Trustee may remove, with or without cause, any Trustee which it is entitled to designate and may appoint a successor Trustee as provided in the second paragraph of Section 1, above.

Section 6. No Trustee named or appointed as hereinbefore provided, whether as Original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other

security for the performance of any of his duties hereunder.

Section 7. No Trustee shall receive remuneration for his or her services prior to the Turnover Event or thereafter unless so provided by a vote of a majority of Unit Owners, and any remuneration so provided shall be from time to time fixed by said Unit Owners and shall be a common expense of the Condominium. With the approval of a majority of Trustees, each Trustee may receive such additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the Trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. In all events, the Trustees shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Condominium, and such reimbursement of expenses shall be charged as a common expense of the Condominium.

Section 8. No Trustee named or appointed, as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable or accountable for more money or other property than he or she actually receives or for allowing the other Trustee to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 9. No Trustee shall be disqualified by his or her office from contracting or dealing with the other Trustees or with the other Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing, or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established; provided, however, the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

Section 10. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this Section contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

#### ARTICLE IV

##### Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium as they appear of record in the Registry of Deeds, from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit B of the Master Deed, as it may be amended from time to time, incorporated herein by reference with the same force and effect as though fully set forth in the

body of this instrument.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among the several owners of any such Unit. To that end, whenever either of said Units is owned of record by more than one (1) person, the several owners of such Unit shall: (a) determine and designate which one (1) of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one (1) of such owners for such purposes.

## ARTICLE V Bylaws

The provisions of this Article V shall constitute the Bylaws of this Trust and the organization of Unit Owners established hereby and shall be applicable to the property of the Condominium and the use and occupancy thereof. The provisions of these Bylaws shall automatically become applicable to property which may be added to the Condominium upon recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other persons who may use the facilities of the property in any manner are subject to this Trust and these Bylaws, the Master Deed, the rules and regulations annexed hereto on Schedule A, as may be amended from time to time (the "Rules and Regulations"), and all covenants, agreements, restrictions, conditions and easements, reservations and declarations of record (the "Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or act of occupancy of a Unit shall constitute an agreement that this Trust, these Bylaws, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions, generally, are accepted, ratified and will be complied with.

### Section 1. Powers and Duties of Trustees.

The Trustees, collectively known as the Board of Trustees, shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law, by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

1. Operation, care, upkeep and maintenance of the Common Elements of the Condominium. This duty shall include, but not be limited to:
  - Semi-annual maintenance and inspection of down spouts, conducting water from the roof. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.



- Maintain in perpetuity the line servicing the Condominium and running along the southerly edge of the property.
  - Upon a reasonable determination by the Trustees that for safety and convenience snow needs to be shoveled, the removal of snow from the traveled common area(s) to allow the free and safe passage of the Unit Owners or assigns and NOT to place snow upon the public ways, roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. Snow may be placed in the designated snow storage areas.
  - Maintain and inspect all lighting on site whether on any Unit or in the common areas shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
  - Install and maintain a “No Parking” signs as well as “seasonal planter(s)”, or other barriers, which physically prevent parking between North End Blvd. and Units A and B as shown on the Site Plan.
2. Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium and the preparation of the budget therefor.
  3. Assessment and collection of common charges from the Unit Owners.
  4. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements of the Condominium.
  5. Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Condominium.
  6. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
  7. Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities, a.k.a. the Common Elements.
  8. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of a lien for common expenses, or otherwise.
  9. Obtaining insurance for the Condominium, excluding the individual Units, pursuant to the provisions hereof.
  10. Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of Chapter 183A, the Master Deed and/or this Trust.
  11. Management of the finances of this Trust, including allocation of income and expenses.

12. Enforcing the obligations of the Unit Owners, enforcing the Rules and Regulations of the Condominium, assessing and levying reasonable fines and/or charges against the Unit Owners for violation of the duly-promulgated Rules and Regulations and doing anything and everything else necessary and proper for the sound management of the Condominium. Additionally, in case of persistent violation of the Rules and Regulations by a Unit Owner, requiring such Unit Owner to post a bond to secure adherence thereto.
13. Making of arrangements for the furnishing of utility services to the Condominium property, including the granting of licenses and/or easements required in connection therewith.
14. Entering into management contracts for the management of the Common Elements.
15. The Trustees of the Condominium Association have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of Unit Owners, to such areas of each EUA as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of Common Areas and Facilities, and correction, termination, and removal of acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
16. All such other powers, functions, and duties as are reasonably required by or implicit in the foregoing.

Section 2. Common Expenses, Profits and Funds.

- A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his or her respective percentage of undivided interest in the Common Elements, as set forth in Exhibit B of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or for other lawful capital purpose, or for repair, rebuilding or restoration of the Trust property, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. There shall be an initial contribution of eight (8) months of common expenses to be paid into the Trust at the time each Unit is conveyed by 504 North End Blvd LLC. Four (4) months shall be placed into a capital reserve account and four (4) months shall be placed in the operating account. The payment of the foregoing shall be the responsibility of the Grantee becoming the Unit Owner. 504 North End Blvd LLC, being the current owner of 100% of all of the Units at the date of this amendment shall not owe any common area expense as new units are being created. No common area expenses shall be due until 504 North End Blvd LLC conveys its interest in any unit to a new Unit Owner at which time the only common area expense due shall be that which is noted above as the eight (8) months of common expenses to be paid by the Grantee.

- B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his or her share of the estimated common expenses monthly in advance of the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, a sum or sums sufficient to provide the Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to three percent (3%) above The Wall Street Journal prime rate then in effect, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. The Trustees shall take prompt action to collect any common expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Trustees shall have the right and duty to institute all proceedings deemed necessary or desirable by them to recover such unpaid common expenses. The Trustees shall have the right to accelerate the annual assessment of the Unit Owners, if necessary.

No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit subsequent to the time he or she transfers record title to the Unit. Each new owner, by taking title to a Unit, shall thereby assume and become personally liable for the payment of all unpaid common expenses incurred by previous owner(s) of such Unit prior to its acquisition by him or her, except that any purchaser at a foreclosure sale of the first mortgage or transferee by deed in lieu of such foreclosure, or any purchaser from the first mortgagee of a Unit should the first mortgagee purchase at the said foreclosure sale or acquire title by such deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and due as of the time of acquisition, but shall be liable for assessments which become due thereafter, except as may otherwise be dictated by statute.

In the event of default by any Unit Owner in paying to the Trustees the common expenses charged against his or her Unit, such Unit Owner shall be obligated to pay all expenses, including attorney's fees, incurred in any proceeding brought to collect such unpaid common expenses, and such expenses shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A.

- C. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

### Section 3. Insurance.

- A. Each Unit Owner shall have the duty to carry fire and casualty insurance on his or her own Unit and may carry flood insurance as the Association shall not be responsible for flood insurance.



Said policy shall be a casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the building and/or structures located in his/her Exclusive Use Area. As each Unit is to be individually insured, the Trustees shall not be required to obtain and maintain a multi-peril, all-risk insurance policy with fire and extended coverage. Provided, however, that the Trustees shall, if so required by the insurer(s) of the Units, maintain a comprehensive policy of public liability insurance, in such limits as the Trustees may from time to time determine, such insurance to provide for cross-claims by the co-insured. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of either Unit Owner because of negligent acts of the Trustees or the other Unit Owner.

- B. In the event that a comprehensive policy of public liability insurance is required or obtained, the Trustees shall review said coverage at least annually so as to assess the adequacy thereof. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense. The Trustees shall determine the size of any deductible and shall determine the responsibility for funding the deductible in a fair and equitable manner as to each loss. In the event that any Unit Owner does anything in the Condominium which causes an increase in the rate of insurance for the Condominium, as a result of (a) an act of gross negligence, (b) his willful default or (c) having willfully done anything requiring the Trustees' consent without having obtained the Trustees' consent, the Trustees may, in their discretion, assess the amount of such increase directly to such Unit Owner as a common charge against such Unit.
- C. Each Owner may obtain additional insurance for his/her own benefit and at his/her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, if any, as noted in B above, and each Owner hereby assigns to the Trust the proceeds to be applied pursuant to the terms hereof if produced by such coverage. Copies of all such policies shall be filed with the Trustees.
- D. The cost of all such common area and general liability insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.
- E. Flood Insurance. If any Unit is in a special flood hazard area – as defined by the Federal Emergency Management Agency, the Unit Owner may maintain a policy of flood insurance in accordance with the requirements of the National Flood Insurance Program. For avoidance of doubt, the Trustees shall not be required to carry Flood Insurance for the common areas or any area on the Land but shall cooperate with the Unit Owners in obtaining unit flood insurance as may be needed.

#### Section 4. Rebuilding and Restoration; Improvements.

- A. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, or if the casualty loss is affecting the provision of utilities or other services to any Unit, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding or restoration. If said casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, except for a casualty loss affecting the provision of utilities or other services

to any Unit, and:

1. if a majority of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A; or
  2. if the majority of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense.
- B. If a Unit Owner elects to make an improvement to the Common Elements, it shall submit its proposed improvement to the Trustees and upon approval of the Trustees, the cost of such improvement shall be borne solely by said Unit Owner.
- C. A majority of Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense.

#### Section 5. Rules and Regulations.

The Board of Trustees has adopted the Rules and Regulations, annexed hereto on Schedule A and made a part of this Trust, governing the details of the operation and use of the Common Elements and containing such restrictions on and requirements concerning the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed and designed to prevent unreasonable interference with use by the Unit Owners of their respective Units and of the Common Elements.

By vote of a majority of Trustees, the Board of Trustees may at any time, and from time to time, amend, modify or rescind the Rules and Regulations.

Notwithstanding the foregoing, the Unit Owners may not amend, modify or remove the following provision contained in this Master Deed, in the Declaration of Trust, the Bylaws or the Rules and Regulations of the Condominium:

- Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.
- The sewer line servicing the Condominium and running along the southerly edge of the property shall be maintained by the Condominium Association in perpetuity.
- The Condominium Association shall remove snow from the site. Snow shall not be placed on abutting private property, State or town Property. Snow shall be stored on site

in accordance with the Condominium Site Plan recorded herewith and the snow shall not block roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. If the snow storage areas are at capacity, snow is to be carted off site.

- All lighting on site whether on any Unit or in the common areas shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
- Exterior lighting not depicted on the approved luminaire plan is prohibited unless approved by the Planning Board via the site plan approval process. Any approved site plan modification is required prior to the installation of any new exterior lighting.
- To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings or in the designated parking areas on the plans. There shall be no parking in the common driveway of the Condominium or the snow storage areas as shown on the Site Plan.
- No parking shall be permitted between North End Blvd. and Units A and B as shown on the Plan. The Condominium Association shall install "No Parking" signs as well as "seasonal planter(s)", or other barriers, which physically prevent parking in said space to assure no parking thereon.
- Unit Owners may not enclose the area beneath the Units in any manner whatsoever.

#### Section 6. Meetings.

- A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect a Chairman and a Treasurer and Secretary. Other meetings may be called by a majority of the Trustees and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least five (5) days before such meeting to each Trustee. A majority of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.
- B. Commencing with the calendar year 2024, there shall be an annual meeting of the Unit Owners on the last Thursday of May in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place (including virtual meeting) and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit Owners upon the written request of a majority of the Unit Owners. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority of Unit Owners.



Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice is given by one (1) or more of the Trustees to such Unit Owner by leaving such notice with him or her at his or her residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. A Unit Owner may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Condominium, as maintained by the Trustees, shall be open to inspection to any one (1) or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of two (2) months of the date of receipt by him or her, shall be deemed to have assented thereto.

Section 9. Checks, Notes, Drafts and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, unless the number of Trustees hereunder shall become less than three (3), in which case the then remaining or surviving Trustee may sign the same, or by any person or persons (who may be one (1) of the Trustees) to whom such power may at any time or from time to time be designated by a majority of the Trustees. The Trustees at their discretion may establish auto payment of routine expenses, which shall not require the regular signature of two (2) Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription "THE ATLANTIC VILLAS Trust," but such seal may be altered by the Trustees, and the Trustees may, at any time and from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of the interior and exterior of their respective Units, whether ordinary or extraordinary, and for the ongoing maintenance of the Exclusive Use Areas appurtenant thereto, as defined in the Master Deed and shown on the Plans

referenced therein.

## ARTICLE VI Operation of the Property

Section 1. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV, Section 1, above.

Section 2. Where the Board of Trustees has determined that annual assessments may be paid monthly in twelve (12) equal installments, payment shall be due and payable in advance of the first of each month. A late charge shall be automatically assessed after fifteen (15) days in arrears, in an amount determined by the Board of Trustees on the sixteenth day of any month for which payment has not been rendered, or by such other policies as the Board of Trustees may from time to time determine.

Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorney fees, incurred by the Trustees in collection of said assessments for common expenses, delinquent fees, charges, penalties and interest charged to a delinquent owner, and in the enforcement of said lien.

The right of a delinquent owner to vote or to serve on the Board of Trustees or any committee(s) established by the Board shall be suspended until such delinquent assessments have been paid or unless relief is granted by special resolution of the Trustees.

Section 3. The Trustees shall, upon the written request of any Unit Owner or any encumbrance or prospective encumbrance of a Unit, upon payment of a reasonable fee not to exceed the amount specified by law, issue to a person or entity so requesting a written statement, which shall be valid and effective if signed by two of the Trustees then in office or if signed by only one (1) Trustee if there be only one (1) then in office, setting forth the unpaid common expenses with respect to the Unit covered by the request, which shall be conclusive upon the remaining Unit Owner and upon the Trustees in favor of all persons who rely thereon in good faith.

In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amount(s) paid by the grantee, provided, however, that any such grantee shall be entitled to a statement from the Trustees setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth. No Unit Owner may exempt him or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit.

Section 4. In the event of a default by either Unit Owner in the payment of his or her share of the common charges, the Trustees may seek to recover such common charges, interest and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A, or in any other manner permitted by law.

In any action brought by the Trustees to foreclose a lien on a Unit because of unpaid common

charges, the Unit Owner shall, to the extent permitted by law, be required to pay the costs and expenses of such proceedings and reasonable attorney fees and, further, to pay reasonable rent for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. The Board of Trustees shall expend common funds only for common expenses and for other lawful purposes permitted hereby and by the provisions of Chapter 183A.

Section 6. Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges in the hands of the Trustees, or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her ownership in the Common Elements, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the appurtenant interests, so to be acquired by the Trustees.

## ARTICLE VII

### Rights and Obligations of Third Parties Dealing With the Trustees; Limitation of Liability

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one (1) or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one (1) or more of them, receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was the Trust property shall be bound to ascertain or inquire: (a) as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed; (b) as to the purpose or regularity of any of the acts of the Trustees, or any one (1) or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained; or (c) as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or



of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded, and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record, shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to the identity of the beneficiaries, the action(s) taken by the beneficiaries and/or the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

## ARTICLE VIII

### Amendments and Termination

Section 1. The Trustees, with the consent in writing of a majority of Unit Owners, may at any time, and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) if made without the consent of the Original Trustee prior to the Turnover Event; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of a majority of Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section 1 shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites

to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Notwithstanding the foregoing, the Unit Owners may not amend, modify or remove the following provision contained in this Master Deed, in the Declaration of Trust, the Bylaws or the Rules and Regulations of the Condominium:

- Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.
- The sewer line servicing the Condominium and running along the southerly edge of the property shall be maintained by the Condominium Association in perpetuity.
- The Condominium Association shall remove snow from the site. Snow shall not be placed on abutting private property, State or town Property. Snow shall be stored on site in accordance with the Condominium Site Plan recorded herewith and the snow shall not block roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. If the snow storage areas are at capacity, snow is to be carted off site.
- All lighting on site whether on any Unit or in the common areas shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
- Exterior lighting not depicted on the approved luminaire plan is prohibited unless approved by the Planning Board via the site plan approval process. Any approved site plan modification is required prior to the installation of any new exterior lighting.
- To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings or in the designated parking areas on the plans. There shall be no parking in the common driveway of the Condominium or the snow storage areas as shown on the Site Plan.
- No parking shall be permitted between North End Blvd. and Units A and B as shown on the Plan. The Condominium Association shall install "No Parking" signs as well as "seasonal planter(s)", or other barriers, which physically prevent parking in said space to assure no parking thereon.
- Unit Owners may not enclose the area beneath the Units in any manner whatsoever

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A, with a vote of a majority of Unit Owners and the written consent of holders of all liens on the Units, and in accordance with the procedure therefor as set forth in Section 19 of Chapter 183A.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part

or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, the Trustees shall divide the proceeds thereof among, and distribute in kind at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Exhibit B of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

## ARTICLE IX Sale of Units

Section 1. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests, as hereinafter defined, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such Appurtenant Interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Appurtenant Interests, as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements, said undivided interest being set forth in Exhibit B of the Master Deed; (ii) the interest of a Unit Owner in any Units thereto acquired by the Trustees, or their designee(s), on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of a Unit Owner in any other assets of the Trust.

Section 2. With the prior approval of a majority of Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her beneficial interest, as a common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. In the event that a Unit or Units are acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units.

Section 4. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she has paid in full to the Trustees all unpaid common charges therefor assessed by the Trustees against his or her Unit and until he or she has satisfied all unpaid liens against such Unit.



ARTICLE X  
Provisions for the Protection of Mortgagees

Section 1. A Unit Owner who mortgages his or her Unit shall notify the Trustees in writing of the name and address of his or her mortgagee. The Trustees shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. The Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trustees, if the mortgagee has requested the same.

Section 4. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Notwithstanding anything to the contrary elsewhere in the Master Deed or in this Trust and the Bylaws herein contained, the following provisions shall apply for the protection of the holders of the first mortgages of record (the "First Mortgagees") with respect to the Units and shall govern and be applicable insofar as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable under the laws and regulations applicable thereto, to wit:

1. In the event that the Unit Owners shall amend the Master Deed or this Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - b. accept a deed or assignment in lieu of a foreclosure in the event of default by a mortgagor; or
  - c. sell or lease a Unit acquired by the First Mortgage through the procedures described in Subparagraphs (a) and (b), above.
2. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owner and incorporated in this Master Deed or the Trust for that transaction, but shall not be exempt in the case of a nonforeclosure transfer of said Unit after so acquiring title.
3. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, unless otherwise permitted by law.

4. Except as provided by statute in the event of condemnation or substantial loss or destruction to the Units or the Common Elements of the Condominium and except as provided in Article IX, Section 2, hereof, unless at least sixty-seven percent (67%) of the First Mortgagees, based upon one (1) vote for each first mortgage owned, and all of the Owners, other than the sponsor, developer or builder, of the individual Units have given their prior, written approval, the Trustees shall not be entitled to:
  - a. by any act or omission, seek to abandon or terminate the Condominium; or
  - b. change the pro-rata interest or obligation of any individual Unit for the purpose of:
    - i. levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards; or
    - ii. determining the pro-rata share of ownership of each Unit in the Common Elements; or
    - iii. partitioning or subdividing any Unit; or
    - iv. by any act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause; or
    - v. using hazard insurance proceeds on account of losses to either of the Units or the Common Elements for other than the repair, replacement or reconstruction thereof.
5. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
6. In no event shall any provision of the Master Deed or this Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit or the Common Elements.
7. A First Mortgagee, upon request made to the Trustees of this Trust, shall be entitled to:
  - a. written notification from the Trustees of the Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under the Master Deed or the provisions of this Trust which is not cured within sixty (60) days;
  - b. receive prompt, written notification from the Trustees of the Trust of any condemnation loss or any casualty loss which affects a material portion of the

Condominium or any Unit on which said mortgagee holds the first mortgage;

- c. receive prompt, written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
  - d. receive prompt, written notice of any proposed action which would require the consent of a specified percentage of first mortgages as specified in this Article; and
  - e. receive written notice of all meetings of the Trust and be permitted to designate a representative to attend said meetings.
8. Any holder of a first mortgage on a Unit shall be entitled, upon written request, to a CPA prepared financial statement for the immediately preceding fiscal year, if available, and, if not available, it shall be made available upon request. Any financial statement so requested shall be furnished within a reasonable time following such request.
9. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of those portions of the Common Elements that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses. Additionally, an initial working capital fund shall be established equal to at least four (4) month's estimated common area charges for each Unit and which four (4) months shall be taken from the initial eight (8) month contribution noted in Article V section 2(A) above. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the first sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.
10. Any agreement for professional management of the Condominium or any lease or any other contract providing for services of the developer, sponsor or builder may not exceed a term of three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
11. Without the consent of Unit Owners to which at least two thirds (2/3) of the votes in the Trust are allocated and without the consent of the holders of the first mortgages on Units that have at least fifty-one percent (51%) of the beneficial interest hereunder, no material provision of the Master Deed or the Trust shall be added or amended which establishes, provides, governs or regulates any of the following:
- a. voting;
  - b. assessments, assessment liens or subordination of such liens;
  - c. reserves for maintenance, repair and/or replacement of the Common Elements;



- d. insurance or fidelity bonds;
- e. rights to use the Common Elements;
- f. responsibility for maintenance and repair of the several portions of the Condominium;
- g. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- h. boundaries of any Unit;
- i. interests in the general or limited Common Elements;
- j. convertibility of Units into Common Elements or of Common Elements into Units;
- k. imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; or
- l. any provisions that are for the express benefit of first mortgage holders on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by the Trustees, sent by certified or registered mail with return receipt requested, for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of this Trust.

It is intended that the provisions of this Article X shall comply with the requirements of the FHLMC and the FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

## ARTICLE XI

### Disputes

A Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years' experience as an arbitrator. Within ten (10) days after notice of such appointment, the non-aggrieved Unit Owner shall appoint another such arbitrator, and the two (2) so chosen arbitrators shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. The final arbitrator shall be

encouraged to allocate fees to one party or the other, or both, as in his or her judgment and discretion he deems fit, otherwise the arbitration fees shall be split between the parties.

## ARTICLE XII Miscellaneous

Section 1. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular, words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts, limited partnerships, limited liability companies and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections, where provided, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof.

Section 2. Waiver. No waiver of or failure to enforce any obligation, restriction, condition or other provision hereof in any particular instance shall be deemed to be or to constitute a waiver or abrogation, generally or in any other instance, of any such obligation, restriction, condition or other provision.

Section 3. Applicable Law. All the powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Section 4. Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

1. In the event of a conflict between the Trust and Chapter 183A, as amended, the provisions of Chapter 183A shall control.
2. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the remaining provisions of this Trust.
3. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any requirements set forth in Article X hereof and any such requirements set forth in any other provision of this Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.
4. In the event any conflict other than as set forth in Paragraph 3 of this Section, between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

Section 5. Definitions. All terms used herein shall have the same meaning as such terms do in Chapter 183A, unless the context otherwise requires.

Section 6. Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld or delayed. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

Section 7. Condemnation. In the event that any of the Units or the Common Elements of the Condominium is affected by eminent domain proceedings, the following shall apply:

1. If a Unit, or part of a Unit, is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his or her Unit and its undivided percentage interest in the Common Elements whether or not any of the Common Elements have been acquired. Upon acquisition, unless the decree otherwise provides, the Unit's entire undivided interest in the Common Elements shall automatically be allocated to the remaining Units;
2. Except as provided in Subsection A, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Elements. Upon acquisition, (i) that Unit's undivided interest in the Common Elements shall be reduced on the basis of the reduction of the fair market value of the remaining Unit in the Condominium as of such date, and (ii) the reduction of interest in the Common Elements of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units; and
3. If the Common Elements or any part thereof are acquired by eminent domain, the Trust shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees named the "Trustees of THE ATLANTIC VILLAS Trust for the benefit of THE ATLANTIC VILLAS, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective undivided percentage interest before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Elements which had been exclusively reserved to any Unit pursuant to the terms of the Unit Deed shall be paid to the Unit Owner of such Unit or his or her mortgagee. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

End of Text

Signature Page Follows



WITNESS the execution hereof, under seal, this \_\_\_\_ day of January, 2023.

504 North End Blvd LLC  
Trustee

By: \_\_\_\_\_  
The Daly Group LLC, Manager  
By David T. Daly, Its Manager duly-authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

January\_\_\_\_\_, 2023

Before me, the undersigned notary public, personally appeared David T. Daly, Manager of The Daly Group LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed and sealed it voluntarily and for its stated purpose, not individually but as Manager of 504 North End Blvd LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## SCHEDULE A

### Rules and Regulations

1. Nothing shall be done or kept in, on or about the Common Elements which increases the rate of insurance of the Condominium or the contents thereof applicable to residential use, without the prior, written consent of the Trustees. No Unit Owner shall permit anything to be kept in, on or about in the Common Elements, or done therein, which may result in the cancellation of insurance on the Condominium or the contents thereof or which would be in violation of any law. No waste shall be committed in or of the Common Elements.
2. No offensive activity shall be carried on in, on or about the Units and/or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or the occupant(s) of said other Unit. No Unit Owner shall make or permit any noise or other disturbance to be made by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, licensees, or invitees, nor shall such Unit Owner do or permit activities by such person(s) that may interfere with the rights, comforts or convenience of the other Unit Owners.
3. No smoking shall be permitted at any time on or within each Unit's exclusive use area adjacent thereto notwithstanding that said Exclusive Use Areas are Exclusive Use Areas appurtenant to the Units and no smoking shall be permitted in any Common Area.
4. The Common Elements shall be kept free and clear of all rubbish, debris and other unsightly materials. No unit owner shall allow rubbish or garbage (collectively "Trash") to accumulate either inside a Unit or in the Unit's Exclusive Use Areas or other Common Area. All Trash shall be kept in the designated Trash storage area(s). All exterior Trash barrels must have an attached lid and shall be labeled for each unit.
5. There shall be no storage or leaving of bikes, toys or other personal effects in the Common Areas. All bikes, toys or other personal effects stored beneath the Unit or in adjacent Exclusive Use Areas shall be kept in a neat and tidy condition and shall not lay or extend into the Common Areas. Any item stored beneath the unit (other than motor vehicles) shall be secured to the walls, structural pilings, and/or ceilings.
6. Except in areas designated by the Trustees, there shall be no parking of unregistered motor vehicles, storage of mobile homes or of boat(s), or of any commercial vehicles on or about any part of the Common Elements.
7. Trash shall not be stored in or about any part of the Common Elements which are visible from the other Units. Trash and refuse from the Units shall be disposed of only at such times and in such manner as is prescribed by the Trustee(s) and/or by the Town of Salisbury.
8. There shall be no placement or attachment of any satellite dish, weathervanes or any other attachment to the top, front or sides of any Unit. There shall be no signs placed in the windows of any unit. There shall be nothing hung from or attached to the exterior of any unit window or from any railing or deck with the exception of Christmas/seasonal decorations for the period of 01 December through 15 January.

9. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, agents, servants, employees, visitors, licensees and invitees.
10. No Unit Owner shall store, for any amount of time, any trash, garbage, recycling or any like matter or material on any deck and/or patio extending from his or her Unit. All trash and garbage shall be disposed of in a timely manner and shall not be left within the Units or about the Common Elements for extended periods of time.
11. A Unit Owner shall be permitted to keep normal, household pet(s), provided that said pet(s) shall be the sole responsibility of such Unit Owner and shall not be permitted to cause a nuisance. Notwithstanding the foregoing, no Unit Owner shall be permitted to have or keep any of the following breeds of dogs or mix of breeds of dogs as follows: Akita, Alaskan Malamute, American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Cane Corso, Chow, Dalmatian, Doberman Pinscher, German Shepherd, Giant Schnauzer, Pit Bulls, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Thai Ridgeback, Wolf-Dog Hybrid. Further no Unit Owner shall be permitted to keep or maintain any so called "unusual pets or livestock" such as snakes or ferrets. A Unit Owner keeping any permitted pet(s) shall be responsible for prompt removal of all pet waste and repair and restoration of lawn, shrubbery, trees and other portions of the Common Elements damaged by routine use of the same by his or her pet(s). (Please refer to Section VIII(b) of the Master Deed).
12. Any consent or approval provided hereunder may be modified, amended or repealed at any time by the Trustees.
13. Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.
14. The sewer line servicing the Condominium and running along the southerly edge of the property shall be maintained by the Condominium Association in perpetuity.
15. The Condominium Association shall remove snow from the site. Snow shall not be placed on abutting private property, State or town Property. Snow shall be stored on site in accordance with the Condominium Site Plan recorded herewith and the snow shall not block roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. If the snow storage areas are at capacity, snow is to be carted off site.
16. All lighting on site whether on any Unit or in the common areas shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
17. Exterior lighting not depicted on the approved luminaire plan is prohibited unless approved by the Planning Board via the site plan approval process. Any approved site plan modification is required prior to the installation of any new exterior lighting.
18. To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings or in the designated parking areas on the plans. There shall be no parking in the common driveway of the Condominium or the snow storage areas as shown on the Site Plan.



19. No parking shall be permitted between North End Blvd. and Units A and B as shown on the Plan. The Condominium Association shall install "No Parking" signs as well as "seasonal planter(s)", or other barriers, which physically prevent parking in said space to assure no parking thereon.

20. Unit Owners may not enclose the area beneath the Units in any manner whatsoever

21. Subject to Section XVI of the Master Deed, nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than thirty (30) days to the same tenant and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request.

22. These Rules and Regulations may be amended, from time to time, as provided in the Trust. **Notwithstanding the foregoing, the Unit Owners may not amend, modify or remove Rules #13-20 as provided in the Master Deed, the Declaration of Trust, the Bylaws or the Rules and Regulations of the Condominium.**

THE % COMMON INTEREST AND EXACT SQUARE FOOTAGE IS MERELY  
AN ESTIMATE BASED UPON PLANS AND IS SUBJECT TO CHANGE AFTER  
CONSTRUCTION PRIOR TO RECORDING CONDOMINIUM DOCUMENTS  
DRAFT / SUBJECT TO CHANGE BEFORE FINAL RECORDING

(SPACE ABOVE RESERVED FOR REGISTRY OF DEEDS)

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**MASTER DEED  
OF  
THE ATLANTIC VILLAS**

504 North End Blvd LLC ("Declarant"), a Massachusetts Limited Liability Company with its principal office at 229 Stedman Street, Lowell, Middlesex County, Commonwealth of Massachusetts, being the sole owner of the land located at the property located at 504 North End Boulevard, Salisbury, Essex County, Massachusetts, as described in Paragraph II, below, does hereby, by duly executing and recording this Master Deed, submit the "Land", together with the Buildings and other improvements erected thereon and all easements, rights and appurtenances belonging thereto (the "Condominium"), to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect thereto, a condominium to be governed by and subject to the provisions of Chapter 183A.

**I.     Name of Condominium**

The Condominium name shall be known as the "**THE ATLANTIC VILLAS.**" THE ATLANTIC VILLAS TRUST (the "Trust"), through which the unit owners (the "Unit Owners") will manage and regulate the Condominium, has been formed pursuant to Chapter 183A. The initial Trustee of the Trust is the Declarant. The Declaration of Trust (the "Declaration of Trust") contains the by-laws of the Condominium (the "Bylaws"), enacted pursuant to said Chapter 183A. The mailing address of the Trust is 229 Stedman Street, Lowell, Massachusetts 01851.

**II.    Description of Land**

That certain parcel of land with the Buildings and other improvements thereon being known as and numbered 504 North End Boulevard, Salisbury, Essex County, Commonwealth of Massachusetts, and which was conveyed to the Declarant by deed dated August 7, 2020 and recorded with the Southern Essex District Registry of Deeds (the "Registry") at Book 38806 Page 358, and the

land is further described in Exhibit A hereto.

### III. Plans

Simultaneously with the recording hereof, there have been recorded with said Registry both a site plan and floor plans of the Condominium and the Units therein. The former is entitled "THE ATLANTIC VILLAS \_\_\_\_\_" prepared by LandPlex, LLC, Civil Engineering and Surveying, 10 George Street, Suite 208, Lowell, Massachusetts 01852 and dated \_\_\_\_\_, 2022; the latter are entitled "THE ATLANTIC VILLAS UNIT PLANS, 504 NORTH END BOULEVARD, SALISBURY, MA" prepared, stamped and signed by James J. Jozokos, Registered Architect, 1147 Main Street, #115, Tewksbury, MA 01813 and dated \_\_\_\_\_, 2023, (collectively, the "Plans"). The Plans show the layout, location, Unit numbers and dimensions of the Units, and bear the verified statement of a registered architect certifying that they fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built. The Buildings have no names, other than the foregoing numbers, so none are referenced on the Plans.

### IV. Description of Buildings

There are nine (9) buildings (the "Buildings") located on the Land: each building contains 1 unit for a total of nine (9) units, Unit A, Unit B, Unit C, Unit D, Unit E, Unit F, Unit G, Unit H and Unit J (the "Units"). The Buildings are constructed on steel piles and are of wood framing and rubber roofs. The Buildings are built on pilings and there are no basements.

### V. Description of Units

Each of the Units include three (3) bedrooms with two (2) full bathrooms and one (1) half bathroom. The designation of each Unit in the Condominium and a statement of its location, its approximate area, the number of rooms therein, the immediate Common Elements to which it has access and its proportionate interest in the Common Elements and facilities of the Condominium (the "Common Elements") is included in Exhibit B hereto.

### VI. Unit Boundaries

Each Unit shall include the entirety of each structure comprising said Unit, including the exterior roof, walls, doors, windows, piles, decks, exterior stairs and all interior and exterior facets of the structure. The boundaries of each of the Units are as follows:

The boundaries of each Unit shall be the outside finished exterior surface of the walls, doors, windows, foundations and roofs and the lower surface of the basement slab, including all supports, vents, chimneys, stairways, porches and decks, attached thereto.

All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above exterior items without the prior approval of the Condominium Association.



Each Unit includes the foundation, structural columns, girders, beams, pilings, supporters, perimeter walls, the studs, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services which are situated within a Unit or attached to a Unit.

Each Unit shall be defined so as to include all heating, water heating, plumbing, flues, meters and conduits, if any, and any other facility serving only said Unit, wherever located, whether within the Unit boundaries or in, on or about any part of the Common Areas and exterior roof, walls, doors, windows, piles and exterior facets of the structure. No portion of any Unit shall be deemed a Common Area.

#### VII. Unit Appurtenances

Appurtenant to each Unit are the following:

- (a) A beneficial interest in the Trust, in the same percentage as an individual Unit Owner's interest in the Common Elements, pursuant to Paragraph XI hereof. Membership is not assignable or severable from the ownership of such Unit.
- (b) The right and easement to use the Common Elements, as hereinafter defined, subject to and in accordance with the provision(s), condition(s), restriction(s), and limitation(s) as hereinbefore and hereinafter set forth and the provisions of the Declaration of Trust, the Bylaws and the rules and regulations promulgated thereunder (the "Rules and Regulations").
- (c) For each Unit's exclusive use, those Exclusive Use Areas, as hereinafter defined, designated as appurtenant to such Unit on the Plan. Said right and easement shall not be transferred, leased, or otherwise disposed of separately from a Unit and any attempted transfer shall be void and of no force or effect. Said right and easement is not assignable or severable from the ownership of such Unit.
- (d) Each Unit shall have the exclusive use of the parking space(s) and other area immediately underneath each Unit and as shown on the Plans. Additionally, Unit J shall have the exclusive right to park non-commercial vehicles in front of their unit at the entry to their under-building parking as shown on the Plan, subject only to allowing snow plowing and maintenance vehicles to pass and repass as necessary to perform their respective tasks. Neither the Unit Owners nor the Trustees shall amend this Subparagraph (d).

#### VIII. Restrictions on Use of Units

- (a) General Restrictions: The Units are intended to be used only for residential purposes, together with home occupation(s) and/or such other accessory use(s) as may be permitted by the Town of Salisbury Zoning bylaws, from time to time. No other use may be made of any Unit without the prior written consent of the Trustee(s) of the Trust. The Building(s) and the Common Elements may be used only for such ancillary use(s) as are required in connection with such purposes. Any Unit Owner found by a



court of competent jurisdiction to be in violation of the provision(s) of this Master Deed, the Declaration of Trust, the Bylaws or the Rules and Regulations shall be liable for all costs and attorney's fees incurred by the Trustee(s) in enforcing the same.

(b) Specific Restrictions:

1. A Unit Owner shall be permitted to keep normal, household pet(s), provided that said pet(s) shall be the sole responsibility of such Unit Owner and shall not be permitted to cause a nuisance. Notwithstanding the foregoing, no Unit Owner shall be permitted to have or keep any of the following breeds of dogs or mix of breeds of dogs as follows: Akita, Alaskan Malamute, American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Cane Corso, Chow, Dalmatian, Doberman Pinscher, German Shepherd, Giant Schnauzer, Pit Bulls, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Thai Ridgeback, Wolf-Dog Hybrid. Further no Unit Owner shall be permitted to keep or maintain any so called "unusual pets or livestock" such as snakes or ferrets. A Unit Owner keeping any permitted pet(s) shall be responsible for prompt removal of all pet waste and repair and restoration of lawn, shrubbery, trees, and other portions of the Common Elements damaged by routine use of the same by his or her pet(s).
2. Subject to Section XVI below, nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than thirty (30) days and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request.
3. Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.
4. All lighting on site whether on any Unit or in the common areas shall be dark sky compliant and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
5. To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings or in the designated parking areas on the plans. There shall be no parking in the common driveway of the Condominium or the snow storage areas as shown on the Site Plan.
6. Unit Owners may not enclose the area beneath the Units in any manner whatsoever.

IX. Modification of Units

No Unit Owner shall make addition(s), change(s) or modification(s) of the exterior of his/her Unit or the Building(s) in which it is located or interior changes that affect, or in any way modify, the structural or supportive characteristics or integrity of the Building(s) without the approval of 100% of the Unit Owners, which approval shall not be unreasonably withheld or delayed; provided, however, such Unit Owner may modify the interior construction of his/her Unit in any manner not inconsistent herewith; and further provided that such Unit Owner may, at any time and from time to time, change the use and designation of any room or space within his/her Unit, subject always to the provisions of this Master Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Salisbury, if the same is required, and pursuant to plans and specifications detailing the style, method and manner of the proposed change(s) or modification(s), which plans and specifications shall be submitted to and approved by the Trustee(s) of the Trust, which approval shall also not be unreasonably withheld or delayed. Notwithstanding the foregoing, exterior lighting not depicted on the approved luminaire plan is prohibited unless approved by the Planning Board via the site plan approval process. Any approved site plan modification is required prior to the installation of any new exterior lighting.

X. Common Elements, including Exclusive Use Areas

The Common Elements consist of the entire Condominium, other than the Units, including, without limitation, the following:

- (a) All portions of the Condominium not included in the descriptions of the Units per Paragraph VI hereof.
- (b) Areas for the exclusive use of a Unit Owner (the "Exclusive Use Areas"), located appurtenant to each of the Units as designated on the Plans. Areas identified as "Exclusive Use Area Unit A" on the Plans are the Exclusive Use Areas appurtenant to Unit A; areas identified as "Exclusive Use Area Unit B" on the Plans are the Exclusive Use Areas appurtenant to Unit B and so on and so forth for Units, C, D, E, F, G, H and J. The Exclusive Use Areas are included in the Common Elements but have been designated for the exclusive use of the Owner(s) of the Unit to which each is appurtenant, subject to the limitations of Subparagraph (d), below, and the easement rights of the other Owner as conveyed in Paragraph XIII hereof. In all uses and at all times, the Unit Owner granted exclusive use, as aforesaid, must use the area in a manner consistent with the provisions of this Master Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations. The Exclusive Use Areas shall be kept in good order by the Unit Owner with the exclusive use of the same and will be subject to the terms hereof and those in the Declaration of Trust concerning consent of the Trustees and/or the Unit Owners, where required. All regular capital maintenance in Common Elements (including Exclusive Use Areas), including the replacement of sand, gravel, or clam shells, shall be the responsibility of the Association. Exclusive Use Areas shall be subject to any easements of record and/or set forth herein or on the Plan. Further, use of the Exclusive Use areas shall be subject to all applicable local rules, regulations and state law, specifically the Wetlands Protection Act, that certain Order of

Conditions issued by the Salisbury Conservation Commission, MassDEP File # 065-1227, dated June 17, 2001, recorded with said Registry at Book 40079, Page 180 and Decision for Site Plan Approval issued by the Salisbury Planning Board, dated June 24, 2021, and recorded with said Registry at Book 40095, Page 159, as modified by Modification of Approval for Minor Site Plan dated November 11, 2021 and recorded with said Registry at Book 40624, Page 147.

- (c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and/or waste removal, including without limitation water, sewerage, drainage, electricity, gas, cable, and telephone equipment attendant thereto, which serve all Units, regardless of whether they are located within any Unit. All such facilities serving all Units, wherever contained or located up to connection point at each Unit, shall be deemed to be part of the Common Elements to be shared by all Unit Owners. The Common Elements are subject to an easement for access by the Trustee(s) of the Trust for maintenance, repair and/or replacement, as needed.
- (d) Such additional Common Elements as may be defined in Chapter 183A.

#### XI. Determination of Percentages in Common Elements

The percentages of interest of the respective Units in the Common Elements, as stated in Exhibit B, have been determined upon the basis of the approximate relation that the fair market value of each Unit and its Exclusive Use Area on the date hereof bears to the aggregate fair market value of each of the Units and the Land on which they are located on said date.

#### XII. Encroachments

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

#### XIII. Pipes, Wires, Flues, Ducts, Cables, Conduits and Public Utility Lines Serving the Unit(s)

Each Unit Owner shall have an easement in common with the others to use all underground pipes, wires, ducts, flues, cables, conduits, and public utility lines located in, on, about or upon the Common Elements and serving his/her Unit.

#### XIV. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations

All present and future Unit Owners, tenants, visitors, servants, and occupants of the Units shall be subject to, and shall comply with, the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth above. The

recording of a Unit Deed for and/or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws, the Rules and Regulations and the Plans recorded simultaneously herewith, as the foregoing may be amended from time to time, and all items affecting title to the Condominium, are accepted and ratified by the Unit Owner, his/her tenants, visitors, servants and occupants and any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

And further, these Units and the Condominium shall be subject to the following permits:

- a. Decision of the Salisbury Zoning Board of Appeals dated February 8, 2021 and recorded with said Registry at Book 39658, Page 319;
- b. Decision of the Salisbury Zoning Board of Appeals dated February 8, 2021 and recorded with said Registry at Book 39661, Page 103;
- c. Order of Conditions issued by the Salisbury Conservation Commission, MassDEP File # 065-1227, dated June 17, 2001, recorded with said Registry at Book 40079, Page 180; and
- d. Decision for Site Plan Approval issued by the Salisbury Planning Board, dated June 24, 2021, and recorded with said Registry at Book 40095, Page 159, as modified by Modification of Approval for Minor Site Plan dated November 11, 2021 and recorded with said Registry at Book 40624, Page 147.

XV. Use of Unit(s) by the Declarant

The Declarant, its successors and assigns shall have the right to use any Unit owned or leased by it or any Common Element or portion thereof for a model, for office(s) for sales and/or construction, for storage or for any other lawful purpose. So long as the Declarant owns any Unit in the Condominium, it shall have the right to erect and maintain signs in and upon such Unit and/or the Common Elements, provided said signs comply with the Salisbury Zoning Bylaw and are maintained in a sightly condition in conformance therewith.

XVI. Sale, Rental and Mortgaging of Units

Nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than thirty (30) days to the same tenant and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request. Notwithstanding the foregoing, the Declarant, its successors and assigns shall have the right to let or lease any Unit which has not been sold by it, including any such Unit later acquired or later leased by it, upon such terms and for such periods of no less than thirty (30) days.



## XVII. Amendment

This Master Deed may be amended by vote of a majority of current Unit Owners, in person or by proxy at a meeting duly held in accordance with the provisions of the Declaration of Trust, or, in lieu of a meeting, any amendment may be approved in writing by a majority of Unit Owners. Any amendment must be duly recorded with the Registry of Deeds and the date on which any instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or institutional lender or of a purchase-money mortgage shall be of any force or effect unless the same has been assented to by such holder. No provision or instrument of amendment adopted by the Unit Owners and incorporated in this Master Deed providing for a right of first refusal by any of the Unit Owners in the event of the sale of one of the Units shall impair the rights of any institutional holder of a first mortgage on a Unit. No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, for so long as the Declarant owns any Unit in the Condominium. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, as amended, shall be of any force or effect. Notwithstanding anything herein to the contrary, for so long as the Declarant owns any Unit in the Condominium, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed, the Declaration of Trust or the Bylaws, for the following purposes: to satisfy the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Salisbury, or any of its agencies; to satisfy the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market or any lender, institutional or not; to induce any of the foregoing agencies or entities to make, purchase, sell, insure or guarantee first mortgages on a Unit; to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission herein or in the Declaration of Trust or the Bylaws, or any exhibit hereto or thereto, or any supplement or amendment hereto or thereto; or to assist the Declarant in the sale, development and/or marketing of any Unit.

Notwithstanding the foregoing, the Unit Owners may not amend, modify or remove the following provision contained in this Master Deed, in the Declaration of Trust, the Bylaws or the Rules and Regulations of the Condominium:

- Down spouts, conducting water from the roof, shall have semi-annual maintenance inspections. The Condominium Association shall maintain records relative to the maintenance and inspection of said down spouts. The Condominium Association must provide copies of the Operation and Maintenance inspections to the Town of Salisbury Planning Department for their records.
- The sewer line servicing the Condominium and running along the southerly edge of the property shall be maintained by the Condominium Association in perpetuity.

- The Condominium Association shall remove snow from the site. Snow shall not be placed on abutting private property, State or town Property. Snow shall be stored on site in accordance with the Condominium Site Plan recorded herewith and the snow shall not block roadways, sidewalks/pathways, parking areas, turnarounds, or stop the drainage from properly functioning. If the snow storage areas are at capacity, snow is to be carted off site.
- All lighting on site whether on any Unit or in the common areas shall be dark sky complaint and produce no spillover of light onto any adjacent property, including but not limited to the beach area, adjacent residences and the public way.
- Exterior lighting not depicted on the approved luminaire plan is prohibited unless approved by the Planning Board via the site plan approval process. Any approved site plan modification is required prior to the installation of any new exterior lighting.
- To ensure emergency vehicle access, no parking will be permitted on-site at any location other than underneath the buildings or in the designated parking areas on the plans. There shall be no parking in the common driveway of the Condominium or the snow storage areas as shown on the Site Plan.
- No parking shall be permitted between North End Blvd. and Units A and B as shown on the Plan. The Condominium Association shall install "No Parking" signs as well as "seasonal planter(s)", or other barriers, which physically prevent parking in said space to assure no parking thereon.
- Unit Owners may not enclose the area beneath the Units in any manner whatsoever.

#### XVIII. Declarant's Reserved Rights to Construct and Add Future Phases

The Condominium may be re-developed as a \_\_\_\_ ( ) phase Condominium, each phase of which may include one (1) or more Buildings(s) and/or improvement(s). There will be no more than ~~no~~ total buildings.

- A. In order to permit and facilitate such development, the Declarant, its successors and assigns hereby expressly reserve the right and easement to construct, erect and install on the Land (i) any and all such Buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to development of the Condominium as a phased condominium; (ii) additional parking spaces, porches, decks, walks and paths and (iii) new or additional pipes, wires, ducts, cables, conduits and/or other lines, equipment, streets, ways and installations of every character for the furnishing of utilities to the Units.

The phase(s) that the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments hereto. Upon the recording of such an amendment, added Unit(s) shall become part of the Condominium for all purposes, shall be included within the definition of "Unit" as used herein and shall otherwise be subject in all respects to this Master Deed, the Declaration of Trust, the Bylaws and the Rules

and Regulations.

Ownership of Buildings(s), together with the Unit(s) forming a part thereof and all appurtenances thereto, constructed by or for the Declarant in accordance with its reserved rights and easements shall remain vested in the Declarant, and it shall have the right to sell and convey said Unit(s) as Unit(s) of the Condominium without accounting to any party with respect to the proceeds of such sales.

B. The Declarant's reserved right and easement to construct and add future phases shall be unlimited, subject to the following:

- (1) The Declarant's reserved rights to amend this Master Deed to add new Unit(s) to the Condominium as part of future phases shall expire upon the first to occur of (i) the expiration of seven (7) years after the recording hereof in the Registry of Deeds or (ii) the Declarant records with the Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed and add new Units to the Condominium.
- (2) There are no minimum or maximum size limitations on future phase(s). A phase may consist of one (1) or more Buildings(s), improvement(s) or both.
- (3) The Declarant reserves the right to change the type of construction, architectural design, style, and principal construction materials of future Buildings(s) and any Unit(s) therein added to the Condominium as part of future phase(s). The Declarant shall not be limited to any specific type of Buildings or Unit, and there shall be no limits, other than those imposed by applicable federal, state, or local laws and regulations, on the use, size, or design of future Unit(s). The Declarant has the right to vary the boundaries of future Unit(s) from those described in Paragraph VI hereof.
- (4) The Declarant reserves the right to designate certain portions of the Common Elements as Exclusive Use Areas for the benefit of Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Elements appurtenant to the Units in such phase(s) if they are different from those described in Paragraph X hereof.
- (5) The Declarant, its successors and assigns hereby expressly reserve the right and easement to construct, erect and install on the Land common use facilities to serve the Condominium, together with any pipes, wires, ducts, cables, conduits and/or other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facilities, they shall become part of the Common Elements of the Condominium and the Declarant shall turn them over to the Trust for management, operation, and maintenance. The Trust shall thereafter accept responsibility for said management, operation, and maintenance. Nothing contained in this Paragraph XVIII(B)(e) shall in any way obligate the Declarant to construct,

erect or install any such facilities as part of the development of the Condominium.

- C. The Declarant may add future phase(s) to the Condominium by executing and recording with the Registry of Deeds an amendment to this Master Deed containing (i) an amendment to Exhibit B hereto, describing the location(s), the approximate area(s), the number of rooms and the immediately-accessible common area(s) of the Unit(s) being added, (ii) a modification of the definition of "Common Elements" in Paragraph X hereof, if the boundaries of the Unit(s) being added vary from those described in Paragraph VI hereof, (iii) an amendment to Exhibit B hereto, providing the new percentage ownership interests for all Units in the Common Elements, based upon the addition of the new Unit(s), (iv) a description of Common Elements designated as Exclusive Use Areas for the benefit of the Unit(s) being added or appurtenant to said Unit(s), and a statement as to responsibility for their maintenance, if said Common Elements vary from those described herein, (v) revised plans showing the Building(s) and Unit(s) forming part of the phase(s) and (vi) an amendment to Exhibit A hereto describing any additional land being added to the Condominium.
- D. It is expressly understood and agreed that no amendment adding new phase(s) to the Condominium shall require the consent or signature of any Unit Owner, or assent of their First Mortgagees, any person claiming by, through or under any Unit Owner or any other party, and the only signature required on any amendment is that of the Declarant, its successors or assigns. Any amendment, once executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of same in favor of all persons who rely thereon without actual knowledge of the falsity of said facts or the invalidity of the amendment.
- E. Each Unit Owner understands and agrees that if and as additional phase(s) containing additional Unit(s) are added to the Condominium as permitted hereunder, his or her percentage ownership interest in the Common Elements, concomitant interest in the Trust and liability for sharing in the common expenses of the Condominium may be reduced, if and as the value of each Unit represents a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit Owner's percentage interest and liability, the fair value of his Unit shall be divided by the aggregate fair value of all Units, both measured as of the date of this Master Deed. Each Unit's percentage interest and liability shall thereafter be set forth in an amended Exhibit B, as required by Paragraph XVIII(C). By the acceptance and recording of his or her deed, each and every Unit Owner consents for himself or herself and his or her heirs, administrators, executors, successors, assigns and all other persons claiming by, through or under him/her, to the Declarant's reserved rights hereunder and expressly agrees to the aforesaid alteration of his or her Unit's percentage interest and liability if and when new phase(s) are added to the Condominium.
- F. In the event that, notwithstanding provisions of this Paragraph XVIII to the contrary, it is determined that the signature of a Unit Owner other than the Declarant is required on any amendment hereof adding new phase(s) to the Condominium, the Declarant



shall be empowered as attorney-in-fact for the owner of each Unit in the Condominium to execute and deliver said amendment by, on behalf of and in the name of each Unit Owner. For this purpose, by the acceptance of his or her deed, each Unit Owner constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Unit Owner in the Condominium.

G. Declarant's Further Reservation of Rights

The Declarant expressly reserves to itself and its successors and assigns the following rights and easements:

- (1) To construct, erect and install on or as a part of any unsold Unit or in or as a part of the Common Elements, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable: above; driveways, decks, fences, barriers, walkways, paths and enclosures; new or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations for the furnishing of utilities, provided they do not interfere with the quiet enjoyment of Units previously sold; and any and all other building, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium.
- (2) To enter upon all or any portion of the Common Elements with workers, vehicles, machinery and equipment for the purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating or removing structures and their appurtenances, utilities, roadways, driveways, walkways and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium and its Common Elements should the Declarant elect to develop the same pursuant to the rights reserved to the Declarant herein; and to store at, in or upon the Land vehicles, machinery, equipment and materials used or to be used in connection with said development as shall be conveniently required for the same.
- (3) To sell and convey the Units without accounting to any party (other than the Declarant's mortgagee(s), if any) with respect thereto or with respect to the proceeds therefrom.
- (4) To amend this Master Deed, the Declaration of Trust, or the Bylaws in accordance with Paragraph XVII, above. Every Unit Owner by the acceptance of his/her deed hereby consents for him- or herself, his/her heirs, administrators, executors, successors and assigns and for all other persons claiming by, through or under him or any other party whatsoever, to the Declarant's reserved rights and easements and rights hereunder. In the event that, notwithstanding provisions hereof to the contrary, it shall ever be determined that the signature of any Unit Owner is required on any amendment as aforesaid, the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the Unit Owner of each Unit in the Condominium, to execute and deliver any such amendment by, on behalf and in the name of each such Unit Owner and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. Such power of attorney is coupled with an interest,

and hence shall be irrevocable and shall be binding upon each and every present and future Unit Owner and all other persons claiming by, through or under him or her.

- (5) To amend, restate, reaffirm, or otherwise take whatever steps may be required to complete the Condominium and construction of the Buildings or improvements upon the Land.

Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any other structures or facilities whatsoever to the Condominium. The rights and easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Unit Owners and occupants of the Land.

#### XVIX. Invalidity

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

#### XX. Waiver

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

#### XXI. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way do they define, limit, or describe the scope of this Master Deed or the intent of any provision hereof.

#### XXII. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A. In the event that any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter 183A shall control.

End of Text

Signature Page Follows

WITNESS the execution hereof, under seal, this \_\_\_\_ day of \_\_, 2023.

504 North End Blvd LLC

By: \_\_\_\_\_  
The Daly Group LLC, its Manager  
By: David T. Daly, its Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. \_\_\_\_\_, 2023

Before me, the undersigned notary public, personally appeared David T. Daly, Manager of the Daly Group LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed and sealed it voluntarily and for its stated purpose, not individually but as Manager of 504 North End Blvd LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

### Property Description

The following parcel of land situated in Salisbury, in the County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

The land and buildings located thereon shown on a plan entitled "THE ATLANTIC VILLAS," prepared by LandPlex, LLC, Civil Engineering and Surveying, 10 George Street, Suite 208, Lowell, MA 01852, the land is bounded and described as follows:

NORTHERLY	by land now or formerly of Vartouhie Movessiano and Marga Kazarosian two hundred twenty-five and 36/100 (225.36) feet;
EASTERLY	by land now or formerly of the Commonwealth of Massachusetts, (100) feet;
SOUTHERLY	by land now or formerly of Laura Woodman and John R. Bourque and land now or formerly of John R. and Marilyn E. Bourque two hundred twenty-four and 61/100 (224.61) feet;
WESTERLY	by the easterly line of the State Highway one hundred (100) feet.

Containing 22,498 feet.

For Declarant's title see deed dated August 7, 2020 and recorded with said Registry at Book 38806, Page 358.



**THE % COMMON INTEREST IS MERELY AN ESTIMATE BASED UPON PLANS  
AND IS SUBJECT TO CHANGE AFTER CONSTRUCTION PRIOR TO RECORDING  
CONDOMINIUM DOCUMENTS**

**EXHIBIT B**

Unit Descriptions

<b>Unit Designation</b>	<b>Approximate Area</b>	<b>Number of Rooms <sup>†</sup></b>	<b>Immediate Common Element</b>	<b>Percentage Interest in Condominium</b>
Unit A	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit B	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit C	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit D	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit E	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	

Unit F	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit G	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit H	1443	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	
Unit J	1695	3 BR, 2.5, Bath, DR/Kitchen/ family	Egress to outside, Common Driveway /Walkway	

<sup>†</sup> Key: K = kitchen; DR = dining room; LR = living room; F= foyer; BR = bedroom;

**THE % COMMON INTEREST IS MERELY AN ESTIMATE BASED UPON PLANS AND IS SUBJECT TO CHANGE AFTER CONSTRUCTION PRIOR TO RECORDING CONDOMINIUM DOCUMENTS**

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**From:** Amurphy <[amurphy@salisburyma.gov](mailto:amurphy@salisburyma.gov)>  
**Sent:** Thursday, January 12, 2023 8:34 AM  
**To:** Dave Daly (Pridestarems) <[ddaly@pridestarems.com](mailto:ddaly@pridestarems.com)>  
**Subject:** 504 North End Blvd

You don't often get email from [amurphy@salisburyma.gov](mailto:amurphy@salisburyma.gov). [Learn why this is important](#)

I have walked the site, and I have no safety concerns.

Captain Murphy

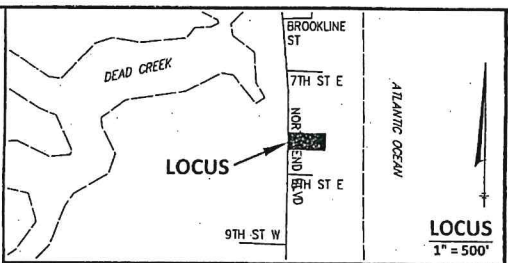
Andrew Murphy, Captain  
Salisbury Fire Department  
Fire Prevention and Safety  
978-465-3631  
[amurphy@salisburyma.gov](mailto:amurphy@salisburyma.gov)



Community  
Connect

Together, Building a Safer Community  
Through Prevention, Preparedness & Response

ESSEX SOUTH REGISTRY OF DEEDS  
LAND COURT PLAN 3200-189-1

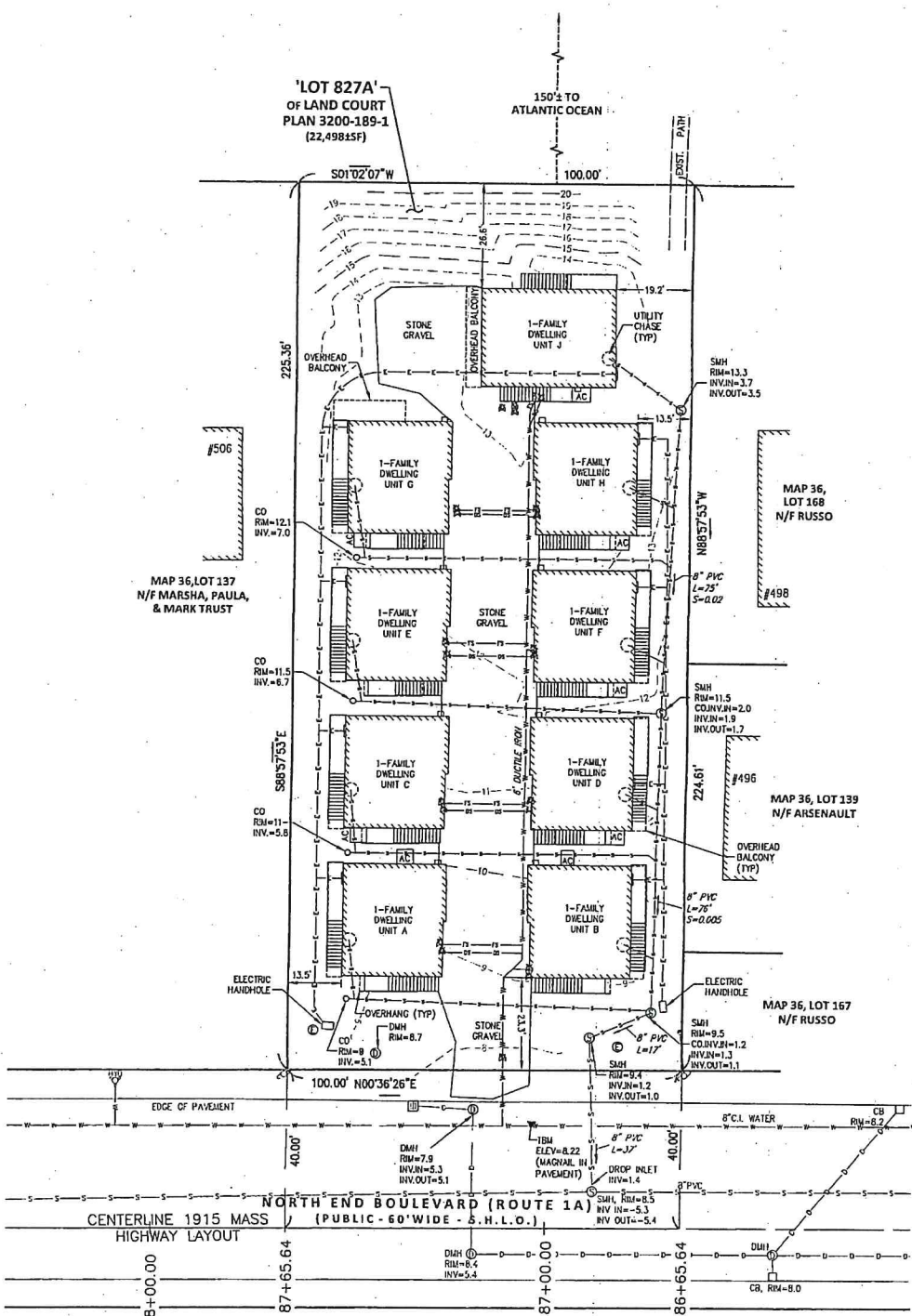


**ASSESSORS**  
MAP 36, LOT 138A

**PROPERTY OWNER**  
504 NORTH END BLVD, LLC  
229 STEDMAN STREET  
LOWELL, MASSACHUSETTS 01851

**DEED REFERENCES**  
ESSEX COUNTY SOUTHERN DISTRICT REGISTRY OF DEEDS  
BOOK 38806, PAGE 358

**PLAN REFERENCES**  
ESSEX COUNTY SOUTHERN DISTRICT REGISTRY OF DEEDS  
LAND COURT PLAN 3200-189-1



### LEGEND

- |       |                        |
|-------|------------------------|
| ===== | EASEMENT LINE          |
| * O   | LIGHT POLE             |
| o     | ELECTRIC MANHOLE       |
| o     | TELEPHONE MANHOLE      |
| o     | SEWER MANHOLE          |
| o     | DRAIN MANHOLE          |
|       | CATCH BASIN            |
| A     | HYDRANT                |
| ~~~~~ | WATER GATE VALVE       |
| ~~~~~ | GAS GATE VALVE         |
| ~~~~~ | UTILITY POLE           |
| ~~~~~ | SIGN                   |
| ----- | UNDERGROUND WATER LINE |
| ----- | UNDERGROUND SEWER LINE |
| ----- | UNDERGROUND DRAIN LINE |
| ----- | OVERHEAD WRE LINE      |
| ----- | UNDERGROUND GAS LINE   |
| AC    | AIR CONDITIONING UNIT  |
| BIT   | BITUMINOUS             |
| CB    | CATCH BASIN            |
| CO    | CLEAN OUT              |
| INV   | INVERT=                |
| R=    | RM=                    |
| SF    | SQUARE FEET            |
| SMH   | SEWER MANHOLE          |
| EMH   | ELECTRIC MANHOLE       |
| DMH   | DRAIN MANHOLE          |
| SHLO  | STATE HIGHWAY LAYOUT   |
| TYP   | TYPICAL                |
| HYD   | HYDRANT                |
| DS    | DOMESTIC WATER SERVICE |
| FS    | FIRE SERVICE           |

SCALE: 1"=20'

A horizontal graphic scale bar with tick marks at 0, 10, 20, 40, and 80 feet. The bar is divided into four equal segments, each representing 20 feet. The first segment (0-20) is divided into two sub-segments of 10 feet each. The second segment (20-40) is divided into four sub-segments of 5 feet each. The third segment (40-60) is divided into two sub-segments of 10 feet each. The fourth segment (60-80) is divided into four sub-segments of 5 feet each. The numbers 0, 10, 20, 40, and 80 are placed below the bar at their respective positions.

INTERIM AS-BUILT  
PLAN

504 NORTH END BOULEVARD  
SALISBURY, MASSACHUSETTS

PLAN PREPARED FOR:

**DALY GROUP**  
**229 STEDMAN STREET**  
**LOWELL, MASSACHUSETTS**

PLAN PREPARED BY:

**LANDPLEX**

**CIVIL ENGINEERING - SURVEYING**  
10 GEORGE STREET, UNIT 208  
LOWELL, MASSACHUSETTS 01852  
978-201-8390 - LANDPLEX.COM

**SHEET: 1 OF 1**

JANUARY 12, 2023

JANUARY 12, 2023

NO.	REVISION DESCRIPTION	DATE

## NOTES

1. EXISTING CONDITIONS AND BOUNDARY LOCATION SHOWN HEREON FROM AN INSTRUMENT SURVEY PERFORMED ON AUGUST 5, 2020 AND JANUARY 10, 2023. ELEVATIONS SHOWN HEREON REFER TO NAVD83 DATUM.
2. PORTIONS OF THE PREMISES SHOWN HEREON ARE FEDERAL WITH FLOOD HAZARD AREAS AS SHOWN ON DEPARTMENT 140, FEDERAL INSURANCE ADMINISTRATION MAPS, PER COMMUNITY PANEL FM25009C0127F, EFFECTIVE DATE JULY 3, 2012, INCLUDING ZONE VE (ELEV=17), ZONE VE (ELEV=15), AND ZONE AO (2-FOOT DEPTH).
3. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST. CALL DIG-SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.