

See
B 9587
P 326
1 See
B. 10299
P. 422
1 See
B. 10299
P. 431
1 See
B. 10383
P. 509

4 PLANS
SEE PL. B. 234
PL. 1

BOOK 9317PG176

4 PLANS

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234

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MASTER DEED
of
THE KING'S LANDING CONDOMINIUM

I, Shepard C. Wilbar, Trustee of King's Beach Realty Trust, under a Declaration of Trust dated January 27, 1986, recorded at Essex South District Registry of Deeds, Book 8120, Page 55 having a usual place of business at Montvale Executive Park, 91 Montvale Avenue, Stoneham, Middlesex County, Massachusetts (hereinafter called the "Declarant"), the owner of the premises on Humphrey Street, Kings' Beach Terrace and Claremont Terrace, Swampscott, Essex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. NAME. The name of the Condominium shall be:
The King's Landing Condominium
2. DESCRIPTION OF LAND. The premises which constitute the Condominium consists of one (1) parcel of land located at Humphrey Street, Kings' Beach Terrace, and Claremont Avenue, Swampscott, Essex County, Massachusetts, such land being the land conveyed to the Declarant by deed of Vincent W. Burke, Jr., Paul A. Burke, Richard J. Burke, all individually, and Charles F. Sullivan, Trustee of M.E.S. Trust recorded at the Essex South District Registry of Deeds on February 13, 1986, Book 8120, Page 59, and filed with the Land Court Division as Document Number 208519, as described in Exhibit A attached hereto. The land is subject to a restrictive covenant and such other easements and restrictions as are set forth on the attached Exhibit A.
3. DESCRIPTION OF THE BUILDINGS AND PHASES. The buildings are new construction and consist of two and one-half (2 1/2) stories. There are no basements. The buildings are of wood frame construction

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having cedar clapboard and fishscale shingles on the exterior, and an asphalt shingle roof. The mechanical equipment and meters for each of the units of the building are located in the units as shown on the Floor Plans. The Condominium shall consist of a First Phase, including eight (8) Condominium units, and such additional Phases, each consisting of no less than one (1) building and two (2) units, as the Declarant, in his sole judgment, deems advisable. Future improvements of the Condominium in subsequent Phases will be consistent with the initial improvements in terms of quality of construction. The percentage of interest of the respective units in the common areas and facilities shall be as shown on the attached Exhibit B, which shall at all times total 100%.

The First Phase consists of eight (8) units, known as Unit 1A, Unit 1B, Unit 2A, Unit 2B, Unit 3A, Unit 3B, Unit 5A and Unit 5B. Each purchaser of a Unit within the Condominium, by his recording of a deed to his respective Unit, shall be deemed to consent to the following amendments to this Master Deed: At such times as construction of the proposed Building(s) have been completed, the Seller may, without the necessity of further consent from any Unit Owner or mortgagee amend this Master Deed so as to subject such completed Building(s) and the Units contained therein, to the provisions of Massachusetts General Laws, Chapter 183A. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust. All taxes and other assessments and liens relating to later Phases must be paid or otherwise satisfactorily provided for by the Seller prior to the addition of such Phases. These Phases, if added at all, shall be added within four (4) years of the date of recording this Master Deed. All intended improvements in future Phases must be substantially completed prior to annexation.

4. DESIGNATION OF CONDOMINIUM UNITS. All units are to be used for residential purposes only. There are nine (9) buildings now existing, or to be built. Each building (with the exception of certain common areas) contains two (2) duplex units for a total of eighteen (18) units; the units are known as Units 1A, 1B - 9A, 9B

inclusive, and are more particularly described as to designation, location, number of rooms, approximate area and immediately accessible to common areas and facilities in Exhibit B attached hereto and the floor plans, consisting of four (4) sheets entitled "FLOOR PLANS, KING'S LANDING, Swampscott, MA", Sutphin Associates, Inc., scale 1/8" = 1'0", dated November 23, 1987, recorded herewith.

Each unit contains a kitchen, lavatory, living room, dining room, bedrooms, deck, garage and closets where so specified on said plans. Each unit shall have the exclusive right to use that portion of the common areas and facilities as shown on the site plan referenced in Exhibit A ("Site Plan"), subject to the provisions of the By-Laws of the condominium and the rules and regulations promulgated pursuant thereto. Each Unit shall have the exclusive right and easement to use the patio abutting the Unit as shown on the Site Plan.

5. BOUNDARIES OF THE UNITS. The floor, ceiling, wall and other boundaries of each of the Units are as follows:

- (a) Roof: The exterior plane of the roof;
- (b) Basement: The plane of the surface of the foundation slab (basement) floor;
- (c) Interior Building Walls Between Units: The plane of the surface of the wall studs facing such Unit;
- (d) Exterior Building Walls, Doors and Windows: The exterior plane and all building walls, doors and windows;

intending to include one half of the entire building, excepting only: (1) the party wall between the two (2) units in each building and (2) the foundation slab.

6. COMMON AREAS AND FACILITIES. The Common Areas and Facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:

- (a) the land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force and subject to the exclusive right to park set forth in Article 4 above;

(b) the walkways and other improvements on the land, including, without limitation, walls, railings, steps, lighting fixtures, and similar facilities in each case;

(c) the foundations and common walls within the Buildings;

(d) installations of central service equipment providing power, light, water disposal and television signal reception, including all equipment attendant thereto, all smoke detection and fire alarm systems, sprinkler systems, all conduits, junction boxes, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal contained in the Buildings and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit), together with an easement of access thereto for maintenance, repair and replacement;

(e) such additional common areas and facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein; and

(f) Anything to the contrary herein notwithstanding, each Unit is serviced by its own water heater and furnace located within the Unit. Said water heaters and furnaces shall not be included in the Common Areas and Facilities but shall be deemed part of the Units they serve, and shall be owned, maintained, and replaced as necessary by the owners thereof. All piping and duct work leading from said furnaces and heaters and located within the Unit serviced shall not be included in the Common Areas and Facilities.

Each Unit Owner shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit B for such unit. Such percentage is based on the approximate relation that the fair value of the unit on the date of this Master Deed bears to the aggregate value of all of the units. Each Unit Owner shall be subject to (i) the terms and provisions of this instrument and of the By-laws of King's Landing Condominium Trust (hereafter "Condominium Trust"), as defined and described in paragraph 11 hereof, (ii) rules and regulations promulgated pursuant

thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

7. **ENCROACHMENTS.** If any portion of the Common Areas and Facilities now or hereafter encroaches upon any Unit, or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the Common Areas and Facilities as a result of settling of the Building, or a unit therein, or the alteration or repair of the Common Areas and Facilities of the Building or a unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building and/or unit exists.

8. **FLOOR PLANS.** The floor plans of the Building referred to above and recorded herewith bear the certification of a registered architect, certifying that the plans fully and accurately depict the floor plans, including without limitation, the Units and Common Areas and Facilities.

9. **RESTRICTIONS ON USE OF UNITS.** Unless otherwise permitted by instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to provisions of the By-Laws thereof:

(a) No such Residential Unit shall be used for any purpose other than as a dwelling for one family or by not more than two (2) unrelated persons and no business activities of any nature shall be conducted in any such Residential Unit. No such Residential Unit shall be rented, let, leased, or licensed for use or occupancy by other than the owner thereof except to persons who shall first have been approved in writing by said Condominium Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, creed, color, national origin, or sex (approval applied for and not denied within one (1) week shall constitute approval). The word "family" means any group of persons related by blood, marriage, adoption or other legally established form of family relationship.

(b) Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant, (i) lease Units which have not been sold; (ii) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units; (iii) maintain signage in the common

areas and unsold units for purposes of advertising and/or marketing unsold units for sale; and (iv) shall have unlimited and unrestricted access to all common areas for purposes of the sale of units.

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

10. RESTRICTIONS ON ALTERATIONS AND/OR MAINTENANCE. The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no porch/deck or porch/deck enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; and no alteration, as that word is defined herein, shall be made to any common area or to the exterior of any unit.

The restrictions set forth herein shall be for the benefit of all of the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of said Owners by the Trustees of the Condominium Trust, (ii) shall be enforceable solely by the Trustees, insofar as permitted by law, (iii) may be waived in specific cases by such Trustees and (iv) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of a Unit.

Nothing herein shall be construed to prevent the ordinary maintenance, repair or replacement of any exterior architectural feature within the Condominium or any Unit which does not involve a change in design, material, color or the outward appearance thereof,

nor to prevent landscaping with plants, trees or shrubs, nor construed to prevent the meeting of requirements certified by a duly authorized public officer to be necessary for public safety because of an unsafe or dangerous condition.

11. DECLARANT'S RESERVATION OF RIGHTS

Notwithstanding anything to the contrary provided herein, the Declarant, as owner of the Premises, reserves for itself the following rights and easements:

(a) The Declarant may, until all of said Units have been sold by said Declarant, (i) lease Units which have not been sold and (ii) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units;

(b) The non-exclusive right and easement for its agents and/or employees to develop and construct, and to pass and repass by foot and vehicle over the Premises for the purpose of constructing, (i) buildings containing two (2) units in each building within the areas shown as proposed building sites and (ii) landscaping and site improvements as shown on the definitive subdivision plan approved by the Town of Swampscott entitled "Definitive Subdivision Plan, King's Beach Landing, Swampscott, MA (Sheets 1 thru 4), Dated June 26, 1986, Revised October 9, 1986";

(c) The exclusive right and easement to take such action as Declarant deems necessary or convenient in connection with the construction of the Improvements referenced in paragraph B above, including without limitation the completion of the physical connection of the utilities and other facilities servicing the Buildings referenced in subparagraph (b) above. During construction of the Improvements, Declarant shall, at Declarant's expense, maintain in effect with respect to such construction a fire and casualty insurance policy with a builders risk/all risk endorsement naming the Trustees of the Condominium Trust as insureds in such amount as shall be sufficient to avoid the application of any coinsurance provisions of said policy;

(d) Without the consent of any Unit Owner or the holder of any mortgage on a Unit, Declarant may, at any time within two (2) years from the date hereof, upon completion of the Improvements referenced

in subparagraph (b) above, amend or restate this Master Deed including the recording of revised floor plans or site plans, so as to incorporate all improvements into the condominium. Any such amendment shall contain all the particulars required by Chapter 183A. All taxes and other assessments relating to the improvements covering any period prior to the amendment to the Condominium, shall be paid or otherwise satisfactorily provided for by Declarant.

(e) Without the consent of any Unit Owner or of the holder of any mortgage on a Unit, Declarant may record and file a restrictive covenant to prohibit any vehicular access to and from Kings' Beach Terrace from the Land across the following bound of the land:

Westerly by Kings' Beach Terrace, 77.63 feet;

Southerly by Kings' Beach Terrace on a curve having a radius of 60.00 feet, 72.54 feet;

(e) Declarant reserves for Declarant the right, in Declarant's sole discretion, to abandon Declarant's intention to make such improvements and record a statement to such effect with the Essex South District Registry of Deeds. Upon the recording of such instrument, the rights hereby reserved shall terminate; and

(f) Declarant further reserves for Declarant the right and easement to locate and relocate roadways and driveways on the Premises, and the right to take such action as Declarant deems necessary or convenient for the construction and marketing of the Units. Each Unit Owner by acceptance of the deed to his Unit, his successors, heirs and assigns and any mortgagee thereof shall by the acceptance of a deed of conveyance or a mortgage of a Unit, thereby irrevocably appoint Declarant as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to confirm and ratify the rights reserved in this Instrument including the right to add additional Phases to the Condominium as stated in Article 3 herein, and to grant such access, drainage and utility easements to the Town of Swampscott as may be required to meet Declarant's obligations under M.G. L. c. 41, and does further for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect such purpose. The aforesaid power of attorney

shall be deemed to be coupled with an interest, for valid consideration and under seal.

12. AMENDMENTS. This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interests in the Condominium Trust pursuant to the By-Laws thereof, and (ii) signed and acknowledged by a majority of the Trustees of the Condominium Trust and (iii) duly recorded with the Essex South District Registry of Deeds, PROVIDED, HOWEVER, that:

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

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

(c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all ^{affected} Unit Owners and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment which purports to alter or redefine the property defined herein as Common Areas and Facilities shall be of any force or effect;

(e) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held by the Declarant or his heirs or assigns shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage; and

(f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect. Notwithstanding anything to the contrary provided herein, this Master Deed shall not be amended for two (2) years from the date it is recorded in any manner which would alter, amend, or limit any of the

rights, powers and duties reserved to the Declarant or Declarant's Assignee as defined in paragraph 21 herein without the Declarant's or Declarant's Assignee's written consent.

13. MANAGING ENTITY. The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the The King's Landing Condominium Trust, under a Declaration of Trust (including the By-Laws) of even date and recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Areas and Facilities to which such Owner is entitled hereunder. The name and address of the original and present Trustee thereof is as follows:

Shepard C. Wilbar, 91 Montvale Ave., Stoneham, Massachusetts
02180

Such Trustee has enacted By-Laws pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

14. GENERAL LAWS CHAPTER 183A. The Units and the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, as from time to time amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of The King's Landing Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

15. MORTGAGEE PROVISIONS. The following provisions shall apply to mortgagees of one or more Condominium Units:

(a) A first mortgagee at its request shall be entitled to written notification from the Condominium Trustees of any default by

the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium documents which is not cured within thirty (30) days.

(b) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall be exempt from any right of first refusal.

(c) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata allocation of such assessment or charges to all Units including the mortgaged Unit).

(d) Unless one hundred (100%) percent of the first mortgagees of Condominium Units shall have given their prior written approval, the Condominium Owners shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime; or
- (2) change the pro-rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or, for (ii) determining the pro-rata share of the ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro-rata interests (common areas and facilities); or,
- (3) partition or subdivide any Condominium Unit, except as hereinabove provided; or,
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities. The granting of easements

for public utilities or for other purposes consistent with the intended use of the common areas and facilities by the Condominium project shall not be deemed a transfer within the meaning of this clause; or,

- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss as to the Units and/or common areas and facilities of the Condominium project.

(e) First mortgagees shall have the right to examine the books and records of the Condominium Trust or the Condominium project.

(f) No Condominium Owner, or any other party, shall have priority over any right of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to the Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of all or a portion of any Condominium Unit and/or the common areas and facilities.

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

17. 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 which may occur.

18. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

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19. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

20. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

21. DECLARANT'S RIGHT TO ASSIGN. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right to assign any and all rights exercisable by the Declarant as provided herein to a mortgagee of record at the time this Master Deed is recorded, and thereafter any such assignee mortgagee shall have the right to exercise the Declarant's rights, powers and duties as fully as the Declarant hereunder.

IN WITNESS WHEREOF, we have caused this Master Deed to be duly executed, sealed and delivered on this 4th day of December, 1987.

KING'S BEACH REALTY TRUST

By: 


Shepard C. Wilbar, Trustee

COMMONWEALTH OF MASSACHUSETTS

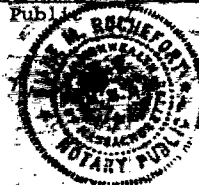
Essex, ss.

December 4, 1987

Then personally appeared the above-named Shepard C. Wilbar, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed as Trustee, before me

My commission expires:  16, 1992

Notary Public



TRUSTEE CERTIFICATE

I, Shepard C. Wilbar, Trustee of King's Beach Realty Trust under Declaration of Trust dated January 27, 1986 recorded at the Essex South District Registry of Deeds, Book 8120, Page 55, upon oath do depose and say:

That the Trust created under said Declaration of Trust is in full force and effect; that the same has not been amended, altered, dissolved or liquidated; that the said Trust is in good standing in the Commonwealth of Massachusetts and that I am the sole Trustee of said Trust;

That I have been directed by all of the beneficiaries of the Trust to execute and deliver any and all documents necessary to submit the premises located at King's Landing, Swampscott, Massachusetts to the provisions of Massachusetts General Laws Chapter 183A and to create with respect to said premises a condominium to be governed by and subject to the provisions of said Chapter 183A.

KING'S BEACH REALTY TRUST

By: *Shepard C. Wilbar*
Shepard C. Wilbar, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 4, 1987

Then personally appeared the above-named Shepard C. Wilbar, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed as Trustee, before me

Richard M. Ricketts
Notary Public

My commission expires *4-1-92*

MASTER/WILBAR2



REGISTERED AND RECORDED LAND

EXHIBIT A

DESCRIPTION

The land which is being dedicated to the provisions of the M.G. L. c. 183A and which is hereafter described includes the following described parcels of registered land:

Parcel 1

A certain parcel of land situated in said Swampscott, bounded and described as follows:

Southwesterly by a private way called Kings' Beach Terrace seventy seven and 63/100 (77.63) feet; Southwesterly again, on curved lines by said Kings' Beach Terrace seventy-two and 54/100 (72.54) feet; Westerly by lot 11, as shown on plan hereinafter mentioned, seventy-nine and 56/100 (79.56) feet; Northerly by land now or formerly of Arthur L. Harris et al sixty nine and 12/100 (69.12) feet; Easterly by land now or formerly of Warren A. Howard fifty-five and 14/100 (55.14) feet; Northeasterly by land of said Howard and by land now or formerly of Lizzie Quim fifty and 98/100 (50.98) feet; Northerly by land of said Quinn thirty and 94/100 (30.94) feet; Easterly by land of said Quinn and by land now or formerly of Sadie M. Hayes eighty nine and 47/100 (89.47) feet; and Southeasterly by lot 16, as shown on said plan, ninety eight and 89/100 (98.89) feet. All of said boundaries are determined by the Court to be located as shown upon plan numbered 6247-C, drawn by Richard T. Ricker, Civil Engineer, dated October 15, 1925, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title #6155 in said Registry, and the above described land is shown as Lots #12, 13, 14 and 15, on last mentioned plan.

The above described land is subject to sewer easements acquired by the Town of Swampscott under two deeds from the Boston & Northern Street Railway Company, one dated July 2, 1902, duly recorded in Book 1692, Page 211, and one dated February 26, 1908, duly recorded in Book 1932, Page 356 in said Registry.

There is appurtenant to the above described land the right to use Kings' Beach Terrace for all purposes for which streets are commonly used, and the above described land is subject to the rights of others legally entitled thereto to use said way.

The premises are further subject to a Declaration of Restrictive Covenants which prohibits vehicular access, or the grant of an easement or right of way permitting vehicular access across the

bounds described herein: "Southwesterly by a private way called Kings' Beach Terrace seventy seven and 63/100 (77.63) feet; Southwesterly again, on curved lines by said Kings' Beach Terrace seventy two and 54/100 (72.54) feet; by instrument dated December 4, 1987 recorded herewith and filed with the Registered Land Division of said Deeds as Document Number _____.

Parcel 2

A certain parcel of land, together with the buildings thereon, situated in Swampscott, in the County of Essex, bounded and described as follows:

SOUTHWESTERLY	by Kings' Beach Terrace, 100 feet;
NORTHWESTERLY	by Lot 18 as shown on plan hereinafter mentioned, 60.75 feet;
NORTHEASTERLY	by land now or formerly of Sadie M. Hayes 102.22 feet; and
SOUTHEASTERLY	by Humphrey Street, 39.55 feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 6247-C, drawn by Richard T. Ricker, Civil Engineer, dated October 15, 1925, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title #6155 in said Registry and the above described land is shown as Lot #19 on last mentioned plan.

Being the same premises described in Certificate of Title #55531.

The entire land which is hereby dedicated to M.G.L. c. 183A is described as follows:

A certain parcel of land with the buildings thereon, located off Humphrey Street, Swampscott, as shown on a plan entitled "Condominium Site Plan King's Beach Landing, Swampscott, Mass.", Carter & Towers Engineering Corp., Scale: 1" = 20', dated November 1, 1987 (the "Plan"), more particularly bounded and described as follows:

Southerly	by Humphrey Street, 291.39 feet;
Southwesterly	by Kings' Beach Terrace, 100.00 feet;
Northerly	by land now or formerly of Hyman and Lillian Sher, 60.75 feet;
Westerly	by land now or formerly of Hyman and Lillian Sher, land now or formerly of Charlotte P. Holzman and land now or formerly of Gertrude Kaplan, 184.00 feet;

Southerly	by land now or formerly of Gertrude Kaplan, 98.89 feet;
Southwesterly	by a private way called Kings' Beach Terrace, 77.63 feet;
Southwesterly	again on curved lines by said Kings' Beach Terrace, 72.54 feet;
Westerly	by land now or formerly of Melvin and Sylvia G. Polsky, 79.56 feet;
Northerly	by land now or formerly of Rita D. Lalime, 69.12 feet;
Northwesterly	on four (4) courses, by lands now or formerly of Peter A. and Janice F. Frost, Kenneth Newhall and of Carl F. and Priscilla Eisenwater, 160.16 feet;
Easterly	by land now or formerly of Peter A. and Sally R. Seward, 130.14 feet;
Southerly	by Claremont Terrace, 16.52 feet;
Easterly	by Claremont Terrace 36.06 feet;
Northerly	by Claremont Terrace 4.20 feet;
Easterly	by land now or formerly of Robert J. Disordo, 213.37 feet;
Northerly	also by land of said Disordo 73.45 feet; and
Easterly	by land of Saul Gilberg, 180.60 feet.

The entire premises are subject to the following stated encumbrances of record:

1. A mortgage to the Maine Savings Bank from Shepard C. Wilbar, Trustee of the King's Beach Realty Trust under Declaration of Trust dated January 27, 1986 recorded with said Deeds at Book 8120, Page 55, said mortgage in the original principal amount of \$4,732,000.00 and dated December 12, 1986 and recorded with said Deeds at Book 8678, Page 6 and filed with the Registered Land Section of said Deeds as Document Number 219163 with Certificate of Title Number 55531 on December 12, 1986.
2. A mortgage to Jennie A. Fratto, Trustee of King's Beach Terrace Trust from Shepard C. Wilbar, Trustee of King's Beach Realty Trust as aforesaid, said mortgage dated February 12, 1986 in the original principal amount of \$215,000.00 and recorded with Essex South District Registry of Deeds at Book 8446, Page 414 and filed with the Registered Land Section of said Deeds as Document Number 215278.
3. An Order of Conditions issued by the Swampscott Conservation Commission dated July 29, 1986 and recorded with said Deeds on December 12, 1986 at Book 8678, Page 1 and filed with the Registered Land Section of said Deeds as Document Number 219160.

4. An Order of Conditions issued by the Swampscott Conservation Commission dated November 7, 1986 and recorded on November 25, 1986 with said Registry at Book 8644, Page 344.
5. A Collateral Assignment of Leases and Rents to the Maine Savings Bank dated December 12, 1986 recorded with said Deeds at Book 8678, Page 37 and filed with the Registered Land Section of said Deeds as Document Number 219164.
5. Sewer easements acquired by the Town of Swampscott under two deeds from the Boston & Northern Street Railway Company, one dated July 2, 1902, duly recorded in Book 1692, Page 211, and one dated February 26, 1908, duly recorded in Book 1932, Page 356 in said Registry.
6. A sewer easement taken by the Town of Swampscott by instrument of taking recorded at said Deeds on September 2, 1908 in Book 1932, Pages 351 to 364.
7. Such access, drainage and utility easements as are shown on the Site Plan referenced herein and on the following described Plans:
 - a. "Definitive Subdivision Plan, King's Beach Landing, Swampscott, MA. (Sheets 1 thru 4) dated: June 26, 1986; Rev. Oct 9, 1986,";
 - b. "Modified Subdivision Plan, King's Beach Landing, Swampscott, MA. dated April 6, 1987";
 - c. "Site Plan - Kings Beach Landing, Swampscott, MA. dated Dec. 10, 1986 and rev. thru Mar. 19, 1987"; and
 - d. "King's Beach Landing - Drain to Stacey Brook - Swampscott, MA dated: Sept. 3, 1987 rev. Sep. 28, 1987" for the benefit of the Town of Swampscott as required by the Planning Board's Certificate of Action dated November 24, 1986, on file at the offices of the Town of Swampscott Planning Board, and as set forth in this Master Deed.
8. An easement to the Massachusetts Electric Company dated June 18, 1987 recorded with said Deeds on July 22, 1987 at Book 9092, 451 for the overhead and underground system for distributing electric current.

The following matters of record affect the premises:

- A. Three (3) variances granted by the Town of Swampscott Board of Appeals, two (2) recorded at said Deeds on February 20, 1987 at Book 8803, Pages 447 and 452, and the third recorded on August 26, 1987 at Book 9152, Page 86.

MASTER/WILBAR2

EXHIBIT BPERCENTAGE SHARE OF COMMON AREAS AND FACILITIES
FOR ALL UNITSPHASE I

	Approximate Area in Square Feet	Number of Rooms	Percentage Share	Unit No.
Unit #1A	1683 + garage	As shown on floor plans		.125
Unit #1B	1683 + garage	" "		.125
Unit #2A	1694 + garage	" "		.125
Unit #2B	1700 + garage	" "		.125
Unit #3A	1696 + garage	" "		.125
Unit #3B	1696 + garage	" "		.125
Unit #5A	1695 + garage	" "		.125
Unit #5B	1696 + gargage	" "		.125

The percentage interests set forth herein are correct for the First Phase and are subject to change as set forth in the Master Deed, as from time to time amended, as subsequent Phases are added. As each Phase is included, the correct percentage interest of Units in such Phase and all other Phases then included in the Condominium will be set forth in the Amendment to the Master Deed including such Phase in the Condominium.

BOOK 9317PG195

FINAL PHASE

<u>No.</u>	<u>Approximate Area in Square Feet</u>	<u>Number of Rooms</u>	<u>Percentage Unit Share</u>
Unit #1A			.057
Unit #1B			.057
Unit #2A			.056
Unit #2B			.056
Unit #3A			.056
Unit #3B			.056
Unit #4A			.057
Unit #4B			.057
Unit #5A			.055
Unit #5B			.054
Unit #6A			.054
Unit #6B			.053
Unit #7A			.053
Unit #7B			.053
Unit #8A			.057
Unit #8B			.057
Unit #9A			.056
Unit #9B			.056

MASTER/WILBAR2