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PLAN

IPSWICH DAIRY CONDOMINIUM
MASTER DEED

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IPSWICH DAIRY CONDOMINIUM

MASTER DEED

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The undersigned, LOVELL R. PARSONS, JR., Trustee of the MARBLE ROAD REALTY TRUST OF GLOUCESTER, under Declaration of Trust dated June 15, 1982, and recorded with the Essex South District Registry of Deeds in Book 6945, Page 53, being the sole owner of the land on Old Essex Road, in Ipswich, Essex County, Massachusetts, described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Subject Property"), to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that he proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land. The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to himself and his successors in title and his or their nominees, for a period ending one (1) year next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the common areas of the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

2. Description of Building. The building on said land is described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The building is hereinafter described as the "Building".

3. Description of Units. The Unit designation of each Unit, and statement of its location, approximate area, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part thereof.

The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- a. Floors. The upper surface of the poured concrete floor.
- b. Ceilings: The plane of the bottommost surface of the roof trusses and other structural members appurtenant to such roof trusses.
- c. Interior Building Walls. The plane of the masonry blocks or where appropriate the interior surface of the wall studs.

Any Interior Bearing Walls, or lintels or beams which form a part of any exterior wall, or any interior bearing wall, and any structural portion of the Building, are not a part of any Unit, but are a part of the common areas and facilities.

Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the

pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit are a part of the common areas and facilities, and the Condominium Trust shall be responsible for the maintenance, repair and replacement of such pipes, wires or conduits which serve more than one Unit, and for the repair of damage caused to pipe chases or other enclosures as the result of such repairs by the Trust, even if the pipe chase or other enclosure is a part of a Unit.

With respect to any pipes, wires, conduits or other installations which serve only one Unit, the Owner of such Unit exclusively served by such pipes, wires, conduits or other installations shall have the exclusive use of, and responsibility to maintain and repair and replace and to pay all costs of maintenance and repair and replacement with respect to such pipes, wires, conduits or other installations serving only such Unit.

Doors and Windows which open from a Unit are part of the Unit from which they open.

4. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein. The common areas and facilities of the Condominium consists of the entire subject premises as described in Section 1, Description of Land, of this Master Deed and all parts of the Building as described in Section 2, Description of Building, of this Master Deed, and all other improvements thereon, other than the Units described on Exhibit C hereto.

Without limiting the generality of the foregoing language in this Section 4, the common areas and facilities of the Condominium include:

a. The land described in Section 1, Description of Land, of this Master Deed, specifically including but not limited to the parking areas, landscaping and walkways located on said land;

b. The foundation and all structural portions thereof, and all structural columns, lintels, girders, beams, slabs, supports and floor, ceiling and roof joists, and all structural members appurtenant to such floor, ceiling and roof joists, and all roof rafters and roof trusses and all structural members appurtenant to such roof rafters and roof trusses, the roof, all halls and stairs and stairways, building entrances and exits, and all structural portions of the building;

c. Installations of central services such as power, light, drains, cold water, vents, heating and heating lines, but only if and to the extent that such installations serve the common areas and facilities, or more than one Unit;

d. Exterior lighting devices and wires and poles serving the same, and

e. All other installations, apparatus and equipment existing in the Building for common use, and all other items situated on the Subject Property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the Units described on Exhibit C hereto. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

5. Floor Plans. A set of the floor plans of the Building showing the layout, location, Unit numbers and dimensions of the Units, stating the name of the Building, and bearing the verified

statement of a registered architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in the Essex South District Registry of Deeds. Said set of plans, herein sometimes called the "Master Plans", is hereby incorporated herein by this reference and made a part hereof.

6. Use of Units. The purposes for which the Units and the common areas and facilities are intended to be used are as follows:

a. No Unit is intended or designed for occupancy for residential purposes. Units may be used for commercial or business purposes permitted from time to time by the Town of Ipswich except as otherwise provided herein.

b. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

c. Notwithstanding the foregoing, until the Declarant or his successors in title or his or their nominees, has sold and conveyed all of the Units, the Declarant or his successor in title or his or their nominees may use one or more unsold Units and parking spaces in common with others entitled thereto for a sales office or offices or model or models, and may lease or rent unsold Units.

d. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof, the use of the Subject Property shall be limited as follows:

- (i) No use shall be permitted which in the opinion of the Condominium Trust is inconsistent with the maintenance, use and occupancy of the general character of the Building as a commercial/industrial building;
- (ii) The architectural integrity of the Building shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner, decal or other device and no exterior change, addition, structure, projection, decoration or other feature shall be hereafter erected or placed upon or attached to the Building or any Unit or any part of either without the prior written consent of the Condominium Trust. This subparagraph (ii) shall not restrict the right of Unit Owners to utilize the interior of their Units as they may desire.
- (iii) The Units and the common areas and facilities shall be used only for purposes consistent with their design.
- (iv) Each Unit shall be used only for such purposes and to such extent as will not overload the structure of the Building or the foundation, or unreasonably overload the capacity of any utility furnished to the Building including but not limited to water, sewer, electricity, gas and telephone.

- (v) No signs, identification or decoration shall be permitted on the common areas and facilities nor on the exterior doors and windows of any Units, except only as expressly permitted in the Condominium Trust, and the By-Laws and Rules and Regulations thereto.

No Unit Owner or occupant shall commit, permit or suffer any violation of any insurance policies taken out by the Condominium Trust, or do, permit or suffer anything to be done, or keep or permit or suffer anything to be kept, or permit or suffer any condition to exist which might (i) result in termination of any of such policies, or (ii) adversely affect the right of recovery thereunder, or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Condominium Trust, or (iv) result in an increase in the insurance rate or premium with respect to both the master policy or policies, and also with respect to any other Unit Owner's policy or policies, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance carried by the Condominium Trust in accordance with the By-Laws of the Condominium Trust, or with respect to any insurance policy carried by any Unit Owner, shall be increased, or shall otherwise reflect the imposition of a rate which is more than 110 percent of the rate then applicable to the then lowest rated Unit in the Building, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or occupant of the Unit to comply with the requirements of the insurance policies taken out by the Condominium Trust, or as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Master Deed, the Condominium Trust, or the By-Laws and Rules and Regulations thereto, then, and in any of the foregoing events, the Unit Owner of that particular Unit shall reimburse the Condominium Trust and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Condominium Trust or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Condominium Trust may, without prejudice to any other remedy of the Condominium Trust, be enforced by assessing the same to that particular Unit as a Special Common Charge under the By-Laws of the Condominium Trust.

No unlawful use shall be made of the Subject Property or any part thereof, and all valid laws, orders, Rules and Regulations of all governmental agencies having jurisdiction thereof (hereinafter collectively called the "Legal Requirements") shall be complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners, or the Condominium Trust, as the case may be, whichever shall have the obligation under the By-Laws of the Condominium Trust to maintain and repair the portion of the Subject Property affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Condominium Trust of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Subject Property. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Subject Property which such Unit Owner is obligated to maintain and repair, and the Condominium Trust shall cooperate with such Unit Owner in such proceedings, provided that: (i) such Unit Owner shall pay and defend, save harmless and indemnify the Condominium Trust and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any non-compliance with such Legal Requirements, including

reasonable attorney's fees and other expenses reasonably incurred, and (ii) such Unit Owner shall keep the Condominium Trust advised as to the status of such proceedings periodically. Such Unit Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that non-compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Subject Property shall be subject to being condemned or vacated by reason of non-compliance or otherwise by reason of such contest. The Condominium Trust may also contest any Legal Requirements and without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirements but only subject to the foregoing conditions as to deferral of compliance. The costs and expense of any contest by the Condominium Trust shall be a common expense. The amount due the Condominium Trust under the foregoing obligation of a Unit Owner to defend, save harmless and indemnify the Condominium Trust may without prejudice to any other remedy of the Condominium Trust be enforced by assessing the same to the Unit or Units of such Unit Owner as a Special Common Charge under the By-Laws of the Condominium Trust.

If any government license or permit (other than a certificate of occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building for the uses for which the Subject Property is zoned at the time of the execution and recording of this Master Deed) shall be required for the proper and lawful conduct of business in any particular Unit, and if the failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Condominium Trust, the Owner of such particular Unit, at its expense, shall procure and maintain such license or permit, submit the same to inspection by the Condominium Trust, and comply with all of the terms and conditions thereof.

No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Building which might reasonably be anticipated to cause damage thereto, to spread odors, or to otherwise be offensive.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owner or the Condominium Trust, insofar as permitted by law, and insofar as permitted by law, shall be perpetual for so long as the Condominium exists; 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 section except such as occur during his or her ownership.

e. The provisions of Section 29 of the By-Laws of the Condominium Trust as to lease or rental of an Owner's Unit are hereby incorporated herein by this reference and made a part hereof.

7. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for registering by the Owners of Units entitled to not less than sixty-six and two thirds (66 2/3) percent or more of the undivided interest in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust and (iii) signed and acknowledged in proper form for registering by not less than sixty-six and two thirds (66 2/3) percent of the

holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if and to the extent that the amendment in question materially affects the lien or security of any such mortgage, and (iv) duly recorded in the Essex South District Registry of Deeds, provided, however, that:

a. The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in said Registry of Deeds within three (3) months after such date;

b. The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed on Exhibit C of this Master Deed, shall not be altered without the consent of all Unit Owners;

c. No Instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for registering by the Owner or Owners and mortgagee or mortgagees of the Unit so altered;

d. No instrument of amendment which alters the rights of the Declarant of this Master Deed shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, and

e. No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

8. Condominium Unit Owners' Organization. The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the IPSWICH DAIRY CONDOMINIUM TRUST under Declaration of Trust dated July 5, 1990, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Ipswich Dairy Condominium Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his or her percentage of undivided interest in the common areas and facilities as established by Exhibit C of this Master Deed. The name of the Trustee of the Ipswich Dairy Condominium Trust and his respective term of office is as follows:

Geoffrey H. Richon	Two years
Trustee's address:	6 Old Essex Road, Ipswich, MA 01938
Ipswich Dairy Condominium Trust address:	6 Old Essex Road, Ipswich, MA 01938

The Trustee has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

9. Name of Condominium. The Condominium hereby established shall be known as the "IPSWICH DAIRY CONDOMINIUM".

10. Encroachments. If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now

encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as a result of:

- (i) settling of the Building, or
- (ii) condemnation or eminent domain proceedings, or
- (iii) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or
- (iv) repair or restoration of the Building or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Building stands.

11. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Line and Other Common Facilities Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in any of the other Units and serving said Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair and replace any portions of the common areas and facilities contained therein or elsewhere in the Building.

12. Creation of Duplex Units. In the event that at any time or from time to time two (2) or more Units are in common ownership, whether such Units are adjacent to each other horizontally, or vertically, or both, and if the Owner of such Units (hereinafter called the "Duplex Owner") desires to cut an opening, or openings, between such Units in order to connect physically such Units in a so-called duplex arrangement the following procedure shall apply:

a. The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his or her intention to so physically connect such Units and such notice shall be accompanied by

- (i) a plan drawn by an architect registered in Massachusetts showing the work which the Duplex Owner proposes to perform and
- (ii) a written statement by such registered architect that such work will not impair the structural integrity of the Building and
- (iii) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Condominium Trust to proceed expeditiously with such work according to such plan, in a first class workmanlike manner, utilizing new materials, and that all

such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the Building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Condominium Trust and save them harmless against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)

b. No work shall commence unless and until a majority of the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this section of this Master Deed.

c. At the completion of the work, the Duplex Owner shall notify the Condominium Trust in writing that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the Building. During such time as the Units are physically connected, the Duplex Owner and his or her successors in title to such Units shall have an easement for said Owner and those lawfully occupying such Units, to pass and repass through the common areas and facilities which separated such Units from each other prior to the work which is the subject of this section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a duplex arrangement as hereinabove set forth, the then Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this section 12 of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units which were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. In the event that, for any reason, the common ownership of two (2) or more Units ends, the Unit Owner shall restore the Units to their prior separate configuration, in conformity with the terms of this Paragraph 12. The Units which are the subject of the duplex arrangement described in this section may be Units which are contiguously located to each other either horizontally, or vertically, or both. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this section 12 of this Master Deed.

13. All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust as the Same May be From Time to Time Amended. All present and future Owners, tenants, visitors, business invitees, agents, employees and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the By-Laws and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record all as set forth on Exhibit A of this Master Deed insofar as the same are now, or in the future, in force and applicable, and all building and zoning laws, insofar as the same are now, or in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the By-Laws and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the said rights, easements, agreements and restrictions of record, and building and zoning laws are accepted and ratified by such Owner, tenant, visitor, business invitee, agent, employee and occupant, 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 such Unit, as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereof.

14. Right of First Refusal. The provisions of Section 33 of the By-Laws of the Condominium Trust are hereby incorporated herein by this reference and made a part hereof.

15. Mortgages. The provision of Section 32 of the By-Laws of the Condominium Trust are hereby incorporated herein by this reference and made a part hereof.

16. Invalidity. The invalidity of any provisions 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 provisions 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 or the intent of any provision hereof.

19. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

20. Liability. The obligations of the Declarant of this Master Deed and his successors and assigns, and successors in title, shall be limited to the interest of the Declarant in the real estate herein described, and neither the Declarant nor its successors and assigns or successors in title, shall be liable with respect to any of the covenants, agreements or obligations herein contained except only to the extent of the interest of the Declarant in the above-described real estate.

EXECUTED as an instrument under seal at Ipswich, Essex
County, Massachusetts, this 5th day of July, 1990.

Signed and sealed in
the presence of

John O. Cunningham
Witness

Lovell R. Parsons, Jr.
Lovell R. Parsons, Jr., Trustee
as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July 5, 1990

Then personally appeared the above-named LOVELL R. PARSONS,
JR., and acknowledged the foregoing instrument to be his free act
and deed as Trustee, before me.

John O. Cunningham
Notary Public
My commission expires:
July 6, 1995



EXHIBIT A

incorporated by reference into and made a part of the Master Deed of Ipswich Dairy Condominium, 6 Old Essex Road, Ipswich, Essex County, Massachusetts.

Description of Land

PARCEL 1: The land in Ipswich, Essex County, Massachusetts, with the buildings thereon, situated on the Northerly side of Essex Road, bounded and described as follows:

Beginning at the Southeasterly corner thereof on said Essex Road at an oak tree by land now or formerly of Darres; thence running

NORTHWESTERLY by said Essex Road, one hundred forty (140) feet, more or less, to an iron stake at land now or formerly of Goodale; thence running

NORTHEASTERLY by said Goodale land, eighty-eight (88) feet, more or less, to an iron pipe and rock; thence running

NORTHEASTERLY nearly EASTERLY still by said Goodale land, two hundred ninety-nine (299) feet, more or less, to an iron stake and post at said land of Darres; thence running

SOUTHWESTERLY by said land of Darres to said Essex Road and the point of beginning.

Being Lot D as shown on Plan of Land in Ipswich, Property of Clarence C. and Nellie M. Darres, Scale: 1" = 40', January 12, 1970, Essex Survey Service, Inc., 47 Federal Street, Salem, recorded with Essex South District Registry of Deeds at Book of Plans 130, Plan 24.

PARCEL 2: The land in Ipswich, Essex County, Massachusetts, viz: A certain triangular parcel of land situated on the Northeasterly side of Essex Road in said Ipswich, bounded as follows:

Beginning at the Westerly corner hereof on said Essex Road at a cement post which marks the present boundary between land now or formerly of Darres and land now or formerly of Paul Scangas, et als.; thence running

SOUTHEASTERLY by said Essex Road, 40 feet, more or less, to a cement post at said Essex Road by land now or formerly of Darres; thence running

NORTHEASTERLY by said land now or formerly of Darres, 278.58 feet to a stake in the corner of a stone wall which marks the present common boundary of lands now or formerly of Darres or Scangas, et als., at land now or formerly of MacLeod; thence running

SOUTHWESTERLY along the present boundary between lands now or formerly of Darres and Scangas, et als., 287.35 feet to the cement post at Essex Road and the point of beginning.

Being all of said measurements, more or less.

Being Lot C as shown on Plan of Land in Ipswich, Property of Clarence C. and Nellie M. Darres, Scale: 1" = 40', January 12, 1970, Essex Survey Service, Inc., 47 Federal Street, Salem, recorded in said Registry Book of Plans 130, Plan 24.

PARCEL 3: The land in Ipswich, Essex County, Massachusetts, viz: A certain parcel of land situated on the Northeasterly side of Essex Road in said Ipswich, bounded:

SOUTHWESTERLY by Essex Road (1955 Layout), 60 feet and 168.92 feet, respectively;
 WESTERLY by the curve at Essex Road and North Gate Road, 127.41 feet;
 NORTHWESTERLY by North Gate Road, 59.80 feet;
 NORTHEASTERLY by land now or formerly of Robert Jackson, 207 feet;
 NORTHWESTERLY by said Jackson land, 219.24 feet;
 NORTHEASTERLY by Old Essex Road 47.36 feet and 189.84 feet, respectively; and
 SOUTHEASTERLY by Lot 4 as shown on Plan hereinafter mentioned and being land now or formerly of Clarence C. Darres, Jr., 336.40 feet.

Said above-described land is shown as Lot 3 on Plan entitled "Plan of Land in Ipswich, Property of Nellie E. and Clarence C. Darres, Scale 1" = 40', May 5, 1966, Essex Survey Service, 275 Cabot Street, Beverly," recorded with said Registry as Plan Number 381 of 1966 and with deed recorded in Book 5386, Page 620.

Being the same premises conveyed to Lovell R. Parsons, Jr., Trustee of Marble Road Realty Trust of Gloucester, by deed of Frank D. Molinski, Jr. and Tonia Noell Molinski, Trustees of FDM Realty Trust, dated December 30, 1986, and recorded in said Registry in Book 8723, Page 211.

Parcel 4: A certain parcel of land situated in Ipswich, Essex County, Massachusetts, and shown as Lot A on a plan of land entitled, "Plan of Land in Ipswich property of Clarence C. & Nellie M. Darres", dated January 12, 1970, by Essex Survey Service, Inc., recorded in said Registry in Plan Book 130, Plan 24; said parcel is bounded and described as follows:

SOUTHWESTERLY by Old Essex Road, Fifteen (15.00) feet;
 NORTHWESTERLY by Lot C as shown on above-referenced plan Two Hundred Seventy-Eight and Fifty-Eight Hundredths (278.58) feet;
 NORTHEASTERLY by land of Kenneth A. MacLeod, Fourteen and Eighty-Six Hundredths (14.86) feet;
 SOUTHEASTERLY by Lot B as shown on said plan.

Containing 4,120 square feet, according to said plan.

Reserving the perpetual right and easement for ingress and egress over said Lot A for the benefit of Lot B shown on said plan.

Being the same premises conveyed to Lovell R. Parsons, Jr., Trustee of Marble Road Realty Trust of Gloucester, by deed of Frank D. Molinski, Jr., and Tonia Noell-Roberts, Trustees of ECH Realty Trust, dated February 16, 1990, and recorded in said Registry in Book 10375, Page 439.

EXHIBIT B

incorporated by reference into and made a part of the Master Deed of Ipswich Dairy Condominium, 6 Old Essex Road, Ipswich, Essex County, Massachusetts.

Description of Building

The Building on the land which is described on Exhibit A to this Master Deed is a one (1) story structure. The Building is constructed of masonry and wood. The joists are wood. The exterior is wood and masonry. The floor is poured concrete. The roof is asphalt.

There are six (6) condominium units.

The land on which the condominium is located, as described in Exhibit A of this Master Deed, contains a Parking Area. Each Unit Owner shall be entitled to use the Parking Area in common with other Unit Owners. The administration and operation of the Parking Area shall be performed by the Trustees of the Condominium Trust as set forth in the By-Laws of the Condominium Trust.

Each unit is served by a separate electric meter. The cost of electricity for all purposes, and the responsibility to maintain, repair and replace, and to pay all costs of maintenance, repair and replacement with respect to the electric system shall be the responsibility of the Owner of each Unit.

Maintenance, repair and replacement of the Parking Area, the walkways, landscaping and planting on the exterior of the Building shall be the responsibility of the Trustees of the Condominium Trust.

EXHIBIT C

incorporated by reference into and made a part of the Master Deed of IPSWICH DAIRY CONDOMINIUM, 6 Old Essex Road, Ipswich, Essex County, Massachusetts.

The Unit designation of each Unit, and statement of its location, approximate area and immediate common area to which it has access and its proportionate interest in the common areas and facilities of the Condominium, are as set forth below:

<u>UNIT DESIGNATION</u>	<u>APPROXIMATE AREA OF UNIT IN SQUARE FEET</u>	<u>IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS</u>	<u>PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES</u>
1	1592	Corridor and Exterior Grounds	17 per cent
2	3148	"	34 per cent
3	1530	"	16 per cent
4	690	"	7 per cent
5	827	"	9 per cent
6	<u>1628</u>	"	<u>17</u> per cent
	9415		100 per cent