

**MASTER DEED
OF
THE ELBRIDGE CONDOMINIUM**

Gerrymander LLC, a Massachusetts limited liability company, the owner of the premises in Marblehead, Essex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes and does hereby 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 Elbridge Condominium.
- 2. DESCRIPTION OF LAND.** The premises which constitute the Condominium consist of one building (the “Building”) and one parcel of land known as and numbered 50 Elm Street and also known as 20 Mechanics Square, Marblehead, Massachusetts, such land being the land conveyed to the Declarant by deed dated August 19, 2021 and recorded at Essex South District Registry of Deeds, Book 40193, Page 120 as described in Exhibit A attached hereto.
- 3. DESCRIPTION OF THE BUILDING.** The Building is approximately 116 years old and of brick and concrete construction with brick siding, a slate roof and a concrete and granite foundation. The building consists of four (4) stories. The mechanical equipment and meters for each of the Units of the Building are located within the Unit and in outside areas.
- 4. DESIGNATION OF CONDOMINIUM UNITS.** All Units are to be used for residential purposes only. The Building (with the exception of certain common areas) contains eight (8) Units, which are more particularly described as to designation, location, number of rooms, approximate area and immediately accessible Common Areas and Facilities in Exhibit B attached hereto and on the Plans, consisting of two pages and entitled “The Elbridge Condominium, 50 Elm Street, Marblehead, MA 01945” by Pitman & Wardley Architects, dated _____, 2023 to be recorded herewith (the “Floor Plans”).

Each Unit contains a kitchen, baths, living/dining rooms, bedrooms and other rooms that are specified on the Floor Plans and Exhibit B.

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

(a) Floors: The upper surface of the rough sub-flooring material (rough board, particle board, interior ply score, or other, as the case may be),

(b) Ceiling: The plane of the lower surface of the ceiling joists; and the plane of the lower surface of the roof rafters, where applicable,

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

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the exterior wall; as to doors, including any storm doors, the exterior surface thereof and of the door frames; and as to windows, the exterior surface of the glass and of the window frames,

(e) Pipe chases and 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 that serve more than one unit are part of the Common Areas and Facilities; and

(f) Each Unit includes all utility lines, heating, air conditioners, plumbing, electrical, bathroom and kitchen equipment, apparatus and fixtures which exclusively serve such Unit, regardless of whether they are located within the Unit or elsewhere in the Building.

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;

(b) The walkways and other improvements on the land, including, without limitation, walls, the driveway, railings, steps, exterior lighting fixtures, and similar facilities;

(c) The foundations, chimneys, structural columns, bearing walls, girders, lintels, beams, plates, supports, braces, exterior walls, roof, entrances and exits of the Building, common walls within the Building and the eaves in the Building between the floor boundary of a Unit above the ceiling boundary of a Unit below;

(d) The entrance lobbies, halls and corridors serving more than one Unit and the mailboxes, fire extinguishers, stairways, balconies, fire escapes, portions of the basement, and other areas not contained within a Unit;

(e) 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 Building 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;

(f) Such additional Common Areas and Facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein.

(g) Anything to the contrary herein notwithstanding, each Unit is serviced by its own water heater, HVAC unit and condenser. Said water heaters, and HVAC units including all piping, wiring, and duct work 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.

(h) The Units shall have easements for the exclusive use of the following Common Areas as indicated on the Plan entitled "Site Plan prepared for The Elbridge Condominium" by North Shore Survey Corporation dated _____, 2023 and recorded herewith (the "Site Plan") and Floor Plans:

(i) The parking spaces in the open parking area as shown on the Site Plan. All maintenance and repair of the parking area, including

snow and ice removal, restriping and repairing shall be a common expense.

Notwithstanding applicable law, the parking areas may be occupied by private non-commercial passenger vehicles (as herein defined), for residential parking purposes only. The term “private non-commercial passenger vehicles” as used herein, shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks and Sport Utility Vehicles. The fact that a vehicle described in the immediately preceding sentence bears “Commercial” license plates shall not, in and of itself, render such vehicle a commercial vehicle.

The parking areas shall not be used for storage, except as stated herein, or as authorized by the Trustees of the Condominium Trust. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in the parking areas.

The Unit Owners shall not have the right to separately convey an easement for their exclusive use parking spaces, except as a conveyance to the other Unit Owner, or as part of a sale, transfer or other disposition of their Unit, or as otherwise provided in this Master Deed. The Unit Owners shall have the right to rent or lease their exclusive use parking spaces, to the other Unit Owner, or to any tenant or occupant of the Building, provided that the parties enter into a written lease agreement acknowledging that the use of the parking area is subject to the terms of this Master Deed and said agreement shall include a copy of this section 6(h)(i).

- (ii) The storage areas, if any, designated on the Floor Plans for certain units. The storage areas shall be used solely for the storage of normal

and customary household and related items. No hazardous or flammable substances shall be kept in the storage areas or in any other part of the basement.

Unless otherwise provided above, maintenance and repair of exclusive use areas shall be the responsibility of the Unit which such areas serve.

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 The Elbridge Condominium Trust (hereafter "Condominium Trust"), as defined and described in Section 11 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, (iii) the provisions of Massachusetts General Laws Chapter 183A and (iv) the timely making of the payments required to be made in connection therewith.

7. ENCROACHMENT. 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 valid alteration or repair of the Common Areas and Facilities of the Building or a Unit therein, or as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building and/or Unit exist.

Each Unit Owner shall have an easement in common with the owner of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other Units and servicing his or her Unit. Each Unit shall be subject to an easement in favor of the owner of the 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, upon reasonable notice (except in case of an emergency) to remove

violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Building.

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 layout, location, unit numbers and dimensions of the Units and Common Areas and Facilities, as built.

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 Unit shall be used for any purpose other than as a dwelling for one family or by not more than three (3) unrelated persons and no business activities of any nature shall be conducted in any such Unit except for accessory home office uses as permitted by applicable zoning laws.

(b) Unless otherwise restricted under other agreement duly recorded, any Unit Owner may lease or rent his or her Unit, subject, however, to the following conditions:

(i) Any lease, or occupancy agreement, shall:

Be in writing and apply to the entire Unit, and not merely a portion thereof; and

No Unit estate may be leased or rented for a period of less than six months or more than one year. Renewal of such leases or occupancy agreement shall be contingent upon written approval of a majority of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed; and

Expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; and

Contain the following notice, double spaced;

“The apartment unit being leased (rented) under this Lease (Occupancy Agreement) is located in a condominium building-not a rental apartment house. The condominium building is occupied by the individual owners of each unit (except for certain units such as this one, which are being occupied by tenants). The tenant understands that his or her neighbors in the building are (except as aforesaid) the owner of the homes which they occupy, and not tenants living in a rental apartment house. The tenant, by signing this Lease (Occupancy Agreement) acknowledges that he or she has been furnished with a copy of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, and that he or she has read and understands the same, that he or she will be expected to comply in all respects with the same and that in the event of any noncompliance, the tenant may be evicted by the trustees, of the Condominium Trust (who are elected by the Unit Owners) and in addition, the tenant may have to pay fines, penalties, and other charges, and that the provisions of this clause take precedence over any other provision of this Lease (Occupancy Agreement)”:

ii. Any failure by the Tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, any one Trustee of the Condominium Trust of which the leased Unit is apart shall have the following rights and remedies against both the Unit Owner and Tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected Unit) have or may in the future have, against both the Owner of the affected Unit and the Tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive.

iii. Any one Trustee shall have the right to give written notice of the default to both the Tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the Tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of the Trustees, or by delivering said notice by hand, or be delivering said notice in any other manner permitted by law.

In addition, the Trustees shall include in the written notice of default provided to the Unit Owner an additional notice that said Unit Owner has the right to request binding arbitration regarding the alleged default by the Tenant and that said Unit Owner must give written notice of his or her request for said binding arbitration within ten days of his or her receipt of the written notice from the Trustees. In addition, the Trustees must inform the Unit Owners that his or her failure to request binding arbitration within ten days of his receipt of the written notice of default shall be deemed to be a waiver of his or her right to seek binding arbitration. Said Unit Owner must provide written notice to the Trustees of his or her request for binding arbitration by postage prepaid, registered or certified mail, return receipt requested, addressed to the Trustee.

In the event that the Unit Owner elect arbitration, then such dispute concerning the Trustee's commencement of eviction proceedings against said Unit Owner or Tenant shall be submitted to arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The decision rendered by the arbitrators shall be binding as between the parties. Three neutral arbitrators shall be appointed by the American Arbitration Association and at least one of such arbitrators shall be an attorney at law, and all decisions shall be made by a majority of them. If the arbitrators' decision favors the Trustees, then the Trustees have the right to commence eviction proceedings against said Tenant. If the arbitrators' decision is in favor of the Unit Owner, then the Trustees shall have no right to commence eviction proceedings against said Tenant for the specific breaches which were the subject of said arbitration. Any decision by the arbitrators in favor of the Unit Owner shall in no way preclude the Trustees' additional rights and remedies as set forth in the Master Deed, By-Laws and Rules and Regulations regarding any such breach by a Tenant.

If the Unit Owner notifies the Trustees of his intention to seek arbitration, the Unit Owner must prepare and file the necessary applications with the American Arbitration Association within two weeks of the Unit Owner's notification to the Trustees. The Unit Owner shall be obligated to pursue with due and diligent efforts the resolutions of this dispute before the American Arbitration Association, the Unit Owner shall be responsible to pay for any and all costs of arbitration. If the arbitrators decide in the favor of the Unit Owner, then the Unit Owner shall be reimbursed his or her reasonable costs incurred in seeking said arbitration. In no event shall the Unit Owner have any right to be reimbursed for attorney's fees in pursuing said arbitration;

iv. If the default continues for fifteen (15) days after the giving of said notice and the Unit Owner has not requested arbitration within ten (10) days of his or her receipt of said notice, then any one Trustee shall have the right to levy fines against the Owners of the affected Unit in accordance with the By-Laws and

terminate the tenancy by giving written Notice to Quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the day of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days shall be sufficient. In the event, a copy of such Notice to Quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws Chapter 239, in the name of the landlord, or in the name of the Trustees, or both;

v. The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustees may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default;

vi. All of the expenses of the Trustees in giving notice, and Notices to Quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owners;

vii. The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provisions of this section, and shall at his or her own expense, and upon his or her own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section;

viii. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith following its execution;

ix. The provisions of this section shall take precedence over any other section in the lease or occupancy agreement;

x. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (except the Unit Owners who are Lessors), shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement, and

xi. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

xii. Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to the Declarant, nor to any first mortgagee in possession of a Unit following default by the Unit Owner in his or her mortgage, or holding title to the Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

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

(d) The architectural integrity of the Building 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 without the prior written approval of the Trustees; 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; provided, however, that the provisions of this subparagraph (d) shall not restrict the right of any Unit Owner to decorate the interior of his or her Unit as he or she may desire so long as such Unit Owner shall in no way whatsoever alter, remove or otherwise modify any structural component of his Unit, except in accordance with the provisions of this Master Deed and the Condominium Trust.

(e) Common household pets such as dogs and cats, may be kept in the Units or in exclusive use common areas appurtenant to a Unit, provided that no more than two pets may be kept in any Unit and provided further that such pets are not kept or maintained for commercial purposes. Not permitted are all exotic pets, (by way of example, alligators, tigers, and large snakes) and any animal owned or kept that has shown dangerous propensities or has previously been involved in any occurrence that resulted in bodily injury or property damage or any animal with a past history of biting or

that demonstrates aggressive behavior, or any animal that would cause an increase of the premium or cancellation of the master insurance policy. All pets while on any portion of the Common Areas and Facilities must be leashed at all times and attended by a responsible person. The owner of a pet assumes full liability for all damage to persons or property caused by such pet (and shall hold harmless and indemnify the Trust with respect thereto). All dogs must be licensed by the proper authorities, and the Unit Owner is responsible for getting pet dogs properly and fully inoculated. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting, at least three (3) days' written notice of which has been given to the Unit Owner responsible for said pet, and the opportunity at said Trustees' meeting for the Unit Owner responsible for the pet to be heard. Unit Owners shall clean up after their pets in the Common Areas and Facilities of the Condominium.

(f) 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.

(g) Due to the irritation and known health risks of exposure to second-hand tobacco smoke, increased risk of fire and increased maintenance and cleaning costs, all forms of smoking are prohibited in the Units or anywhere on the Condominium property, including but not limited to:

- (i) Inside all Units;
- (ii) On any of the common area and facilities of the condominium.
- (iii) The sidewalk area in front of the Condominium.

Definition of smoking: "Smoking" shall include the inhaling, exhaling, burning or carrying of lighted tobacco or marijuana.

The restrictions set forth in paragraphs (a) through (g) above 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 writing 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.

10. AMENDMENTS. This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to one hundred percent (100%) of the undivided interest in the Condominium Trust pursuant to the By-Laws thereof, and (ii) signed and acknowledged by all 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 Unit Owners and said instrument is recorded as an amendment to this 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.

(g) No instrument or amendment which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect;

(h) No instrument of amendment which alters the parking provisions contained in Section 6(h) shall be of any force or effect unless signed by all of the Unit Owners;

(i) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or 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, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

11. MANAGING ENTITY. The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The Elbridge 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 names and addresses of the original and present Trustee thereof is as follows:

GERRYMANDER LLC

420 LAFAYETTE ST., SALEM, MASSACHUSETTS 01970

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

12. 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 Elbridge 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.

13. MORTGAGEE PROVISIONS. Reference is hereby made to Article VII of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof. If any provisions set forth in this Master Deed, The Declaration of Trust, Bylaws or Rules and Regulations are inconsistent with the requirement(s) of guaranteed or direct loan programs of the United State Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or part 36 of Title 38, Code of Federal Regulations (“DVA Financing”), such provision shall not apply to any Unit that is (i) encumbered by DVA Financing or (ii) owned by the Department of Veterans Affairs”.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Master Deed has been duly executed, sealed and delivered on this ____ day of _____, 2023.

Gerrymander LLC

By: _____
William E. Luster, Manager

By: _____
Kemith K. Luster, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared William E. Luster and Kemith K. Luster, proved to me through satisfactory evidence of identification, which was their Massachusetts Driver's License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me they signed it voluntarily for its stated purpose as Managers of Gerrymander LLC.

Scott M. Grover, Notary Public
My Commission Expires: February 10, 2028

EXHIBIT A

A portion of that certain parcel of land shown on the Town of Marblehead Assessor's Map 150, Lot 87, which portion is shown as Lot 2 on a plan entitled "Plan of Land Located at 50 Elm Street, Marblehead, Property of Town of Marblehead," Scale 1" = 20', prepared by North Shore Survey Corporation dated April 10, 2020, containing approximately 19,023 square feet, according to said plan recorded as Plan _____ in Plan Book _____.

EXHIBIT B

**K = KITCHEN; LR/DR = LIVING ROOM/DINING ROOM; BR = BEDROOM; BA = BATHROOM;
O = OFFICE; FR=FAMILY ROOM; L=LAUNDRY**

Unit Number	Approximate Area in Square Feet	Number of Rooms	Percentage Unit Share	Common Area to which Unit has immediate access
1	2014	K, LR/DR, 2BR, FR, O, L, 2.5BA	10.4%	Hallway
2	1,886	K, LR/DR, 2BR, FR, L, 2.5BA	10.2%	Hallway
3	1,548	K, LR/DR, 2BR, 2.5BA	9.9%	Hallway
4	2,140	K, LR/DR, 2BR, FR, L, 2.5BA	11.9%	Hallway
5	2,577	K, LR/DR, FR, L, 2BR, 2.5BA, .5BA	15.9%	Hallway
6	2,171	K, LR/DR, FR, L, 2BR, 2.5BA	13.4%	Hallway
7	1,580	K, LR/DR, 2BR, 2.5BA	10.9%	Hallway
8	2,541	K, LR/DR, FR, L, 2BR, 2.5BA, .5BA	17.4%	Hallway