

**MASTER DEED**

**SEASHORE POINT - - DEACONESS CONDOMINIUM MASTER DEED**

This MASTER DEED of Seashore Point - Deaconess Condominium is made this 22 day of May, 2012.

WITNESSETH THAT:

A. Seashore Point – Deaconess, Inc., a Massachusetts corporation, with an address of 100 Alden Street, Provincetown, Massachusetts 02657 ("Declarant"), being the sole owner of certain premises located at 100 Alden Street, Provincetown, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Barnstable County Registry of Deeds (the "Registry"), does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended from time to time ("Chapter 183A"), and proposes to create and does hereby create, a condominium to be governed by and subject to the provisions of Chapter 183A, as declared and provided for herein (the "Condominium") which consists of the Land and Buildings as defined below.

B. Declarant is simultaneously executing a declaration of trust ("Declaration of Trust") creating The Seashore Point – Deaconess Condominium Trust ("Condominium Trust" or "Trust"), together with bylaws of the Condominium Trust incorporated into the Declaration of Trust ("Bylaws"). This Master Deed, the Declaration of Trust, the Bylaws and any rules and regulations promulgated from time to time thereunder (the "Rules and Regulations"), are referred to herein as the "Condominium Documents."

C. The Condominium is intended to comprise a full-service residential community, providing multiple services and levels of care to residents and other members of the community. As described in this Master Deed, the Condominium will consist of Residential Units for persons aged fifty-five (55) and over, as well as certain non-residential Units, referred to as the "Service Units," which the Declarant currently expects to retain ownership of. The Service Units will house management, dining, maintenance, social and related facilities, including storage and parking, for the use and support of the occupants of the Residential Units.

D. The Condominium will consist of at least two phases as described herein. The first phase ("Phase 1") consists of a single building with forty-three (43) Residential Units and twenty-two (22) Service Units described herein. The second phase ("Phase 2") will incorporate an addition to the Building which will contain an additional thirty-eight (38) Residential Units, additional Service Units and a "Garage Unit" as described herein, to be further described in an amendment of this Master Deed (the "Phase 2 Amendment") at the time the Phase 2 units are added to the Condominium.

NOW, THEREFORE, by the recording of this Master Deed with Registry, the Declarant creates the Condominium to be governed by and subject to the provisions of Chapter 183A and to that end hereby declares and provides as follows:

1. Name

The name of the Condominium shall be:

Seashore Point - Deaconess Condominium.

2. Description of Land

The land of the Condominium consists of the land (the "Land") located in Provincetown, Barnstable County more particularly described in Exhibit A, attached hereto and made a part hereof, which land is described in the deed dated October 18, 2006, from the Town of Provincetown to NEDA Cape Manager, Inc., now named Seashore Point – Deaconess, Inc., recorded with the Registry in Book 21620, Page 10, as confirmed by an instrument dated March 26, 2007, recorded in Book 21884, Page 24. The additional rights, easements, reservations, restrictions and obligations appurtenant to and burdening the Land and the building located on the Land are set forth and described in Exhibit A. Any recording references in this Master Deed are references to the Barnstable County Registry of Deeds, unless noted otherwise.

3. Description of Building, Units, Phasing, Plans

(a) Building. The Condominium consists of one building, with an address of 100 Alden Street (the "Building").

(b) Description. The Building is located on the Land and is described in Exhibit B attached hereto and incorporated herein. The Building contains three (3) floors at and above the ground level and a one (1) story basement area below ground level. As currently contemplated, when Phase 2 is completed as an addition to the Building, the Building will continue to contain 3 floors at and above the ground level and a one (1) story basement area below ground level which will contain, among other facilities, a garage area for parking vehicles.

(c) Units. The sixty-five (65) separate units in the Condominium (each Unit individually referred to herein as a "Unit" and collectively as the "Units") as of the date of this Master Deed include the following: forty-three (43) residential Units located on the second and third floors (the "Residential Units"), and twenty-two (22) Service Units on the basement, first, second and third floors of the building (the "Service Units"). The owners of the Residential Units are referred to as the "Residential Unit Owners." The owners of the Service Units are referred to the "Service Unit Owners." Collectively, the Residential Unit Owners, and the Service Unit Owners, are referred to as the "Unit Owners." For the purposes of this Master Deed, the Declarant shall be considered (i) the Residential Unit Owner of each Residential Condominium Unit until such time as it conveys such Residential Unit; and (ii) the owner of each Service Unit (or any other Unit) until such time as it conveys each such Service Unit or other Unit. The Units described in the foregoing provisions of this Subsection 3(c) are sometimes referred to as the "Phase 1 Units." When Phase 2 is incorporated into the Condominium, the Declarant expects to establish additional Residential and Service Units, as well as a Garage Unit in the basement or lower level of the addition to the Building that will comprise Phase 2 and additional common areas and facilities. When the Garage Unit is incorporated into the Condominium, the owner from time to time of such Unit shall be referred to as the "Garage Unit Owner" and the term "Unit Owner" will include the Garage Unit Owner.

(d) Phasing. As described above, the Declarant plans to develop the Condominium as a phased condominium, each phase of which shall include one or more buildings or additions to the Building, containing one or more units, common facilities or common elements and limited common areas

and facilities. Initially, the Condominium will consist of the Units described in this Master Deed as the Phase 1 Units. The Declarant plans to add additional Service Units, Residential Units and the Garage Unit as the "Phase 2 Units" and additional common areas and facilities. The Declarant has the right to amend this Master Deed to add additional Units, phases and common elements to the Condominium as set forth in Section 14 of this Master Deed.

(e) Unit Designations. The units listed on Exhibit C, consisting of forty-three (43) Residential Units, and twenty-two (22) Service Units. As described above, among other Units and facilities, an additional Unit to be known as the "Garage Unit," is expected to be incorporated into the Condominium by the Phase 2 Amendment.

(f) Plans

(i) Site Plan. A site plan showing the Land and the Building and related site improvements, entitled "Condominium Site Plan of Land, Seashore Point - Deaconess Condominium" dated May 17, 2012, prepared by Coastal Engineering Company, Inc. (the "Site Plan") is recorded herewith, in Plan Book 644, as Page No. 13, and incorporated herein by reference.

(ii) Floor Plans. Floor plans for each floor of the Building are shown on plans entitled "Seashore Point – Deaconess Condominium, Provincetown, MA, Floor Plans," prepared by EGA Architects (sheets 1- 4)" (the "Floor Plans"). The Floor Plans show the layout, location, unit numbers and dimensions of the Units and all other areas of the Building and each contain a statement of a registered architect, in accordance with the provisions of Chapter 183A, certifying that the Floor Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units, as built. The Floor Plans are recorded herewith in Plan Book 644, Pages No. 74 to 77, and incorporated herein by this reference. Additional plans (the "Phase 2 Floor Plans") will be recorded with the Phase 2 Amendment to show similar information with respect to the additional Units (the "Phase 2 Units") and Common Areas and Common Elements to be added to or incorporated into the Condominium. Each Unit Owner, by accepting a deed of such Unit acknowledges that such Unit Owner has had an opportunity to compare the dimensions of such Unit to those set forth on the Floor Plans and acknowledges that any inconsistency in such dimensions or measurements is not significant and that the architect who prepared and certified the Floor Plans shall have no liability to any Unit Owner for any inconsistency, inaccuracy or other discrepancy.

4. Description of Units

(a) Description of the Residential Units and Service Units.

(i) Boundaries: The boundaries of each of the Residential Units and the Service Units respect to the floors, ceilings, and walls thereof are as follows:

a) Floor: The upper surface of the slab or subflooring of the Unit, as applicable;

b) Ceilings: For the Service Units, the underside surface of the slab or subflooring of the floor above such Service Unit and for the Residential Units, the lower surface of the finished ceiling;

- c) Walls Between Units: The plane of the surface of the wall studs facing the interior of the Units;
- d) Interior Walls Between Unit and Common Areas and Facilities: The plane of the surface of the wall studs facing the interior of the Units and exterior surface of the door(s) to the Residential or Service Unit, as applicable; and
- e) Exterior Building Walls, Windows: The interior plane of the wall studs facing the interior of the Units.
- f) Certain of the Service Units (specifically, Units RS-21, RS-34 and RS-35) include areas in or adjacent to corridors or other Common Areas, the vertical boundaries of which may not be currently delineated by walls or partitions. The boundaries of such Service Units shall be as delineated on the Floor Plans by measurements or other physical features shown on the Floor Plans and the owner of such Service Units shall have the right, from time to time, to construct or install such walls or partitions substantially in the locations of the Unit boundaries shown on the Floor Plans, to delineate the boundaries of such Service Units.

(ii) Interior Walls within the Unit: Each Residential and Service Unit includes all non-structural walls within the boundaries of such Unit.

(iii) Utility Lines, etc. within the Unit: Each Residential and Service Unit includes utility lines, pipes, wires, conduits, vents, ducts, shafts, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings, and all other facilities and fixtures for furnishing of utilities and services to the extent the foregoing are located within such Unit or are exterior to the Unit but only serve such Unit and do not contribute to the structure or support of the Building or any other Unit.

(b) Description of the Garage Unit. The Phase 2 Amendment will describe the Garage Unit, its boundaries, and appurtenant interests.

## 5. Maintenance, Repair and Alteration of Units

### (a) Residential Condominium Units

A Residential Unit Owner shall not be responsible for the maintenance or repair of exterior walls or windows or doors that open from a Unit to the exterior of the Building or to a hallway, corridor or other Common Area and Facilities, but shall be responsible for the maintenance, repair and replacement of all doors and walls within the interior of a Unit. A Residential Unit Owner will not be responsible for the maintenance or repair of the walls between a Residential Unit and other Units or between the Residential Unit and the Common Elements, except for damage to the exterior and interior of said walls, windows or doors (or any fixtures installed within a Residential Unit) caused by the actions of such Residential Unit Owners or actions of their tenant, guests, invitees, employees or contractors. In the event the actions of more than one Unit Owner cause damage, the costs shall be assessed to such Unit Owners in accordance with Section 6(a)(ii) of Chapter 183A.

The maintenance, repair and replacement of the exterior of all windows and exterior of all doors opening from a Residential Unit, and all hallways located within the Common Elements shall be the responsibility of the Trust, and the costs thereof shall be assessed as a Common Expense (as defined in

Section 12 below), unless damage is caused by the action of the Residential Unit Owner, or their tenant, guest, invitee, employee or contractor, in which case the costs thereof shall be assessed against the Residential Unit Owner. Certain of the obligations of Residential Unit Owners with respect to maintenance, repair and replacement within a Unit may be performed by one or more other parties, as specified in the Residency and Services Agreement described in Section 25 of this Master Deed.

(b) Service Units.

(i) Notwithstanding the Service Unit boundary definitions as described in Section 4(a) above, the Service Unit Owner will not be responsible for the maintenance or repair of the exterior walls of the Building (the costs of which shall be a Common Expense or Common Charge), but shall be responsible for the maintenance, repair and replacement of all interior walls of a Service Unit. Service Unit Owners may maintain tables, planters, fencing, and the like in the exterior areas immediately adjacent to the Service Units, subject to the approval of the Trust, which approval shall not be unreasonably withheld or delayed, but may be granted conditioned upon compliance with applicable governmental regulations.

(ii) Each Service Unit Owner shall be responsible for the maintenance, repair and replacement of all electrical closets, utility lines, pipes, wires, conduits, vents, ducts, shafts, vestibules, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings and all facilities and fixtures for the furnishing of utilities and services to the extent the foregoing are located within and exclusively serve such Service Unit and do not contribute to the structure or support of the Building or any other Unit. In the event any such repair is performed by the Condominium Trust, all costs thereof shall be assessed against the applicable Service Unit Owner.

(c) Garage Unit.

(i) The following provisions of this Subsection 5(c) shall only be effective when the Garage Unit is incorporated into the Condominium upon recording of the Phase 2 Amendment.

(ii) The Garage Unit Owner will only be responsible for the maintenance or repair of those non-structural portions of the Garage Unit that solely and exclusively relate to the operation of the parking garage, such as, for example, line striping, parking garage signage, and garage lighting. The Garage Unit Owner shall not be responsible for the maintenance or repair of the exterior walls of the Garage Unit or any other structural elements of the Building, but shall be responsible for the maintenance and repair of any pedestrian door or garage doors and the vehicular access ramp of the Garage Unit. The Trust shall be solely responsible for all repair, maintenance and replacements to the Garage Unit to the extent such are not expressly made the responsibility of the Garage Unit Owner under this Subsection 5(c).

(iii) The Garage Unit Owner shall be responsible for the maintenance, repair and replacement of all electrical closets, utility lines, pipes, wires, conduits, vents, ducts, shafts, vestibules, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings and all facilities and fixtures for the furnishing of utilities and services to the extent the foregoing are located within and exclusively serve the Garage Unit and do not contribute to the structure or support of the Building or any other Unit. In the event any repair is performed by the Condominium Trust with regard to a repair which is the responsibility of the Garage Unit Owner, all costs thereof shall be assessed against the Garage Unit Owner.

(d) Alteration of Exterior Hallway/Corridor Walls, Exterior Building Walls/Facade

(i) Residential Unit Owners shall have no rights to alter or hang items on corridor walls unless specifically permitted herein; however, any Residential Unit Owner that owns all Units located on a

single floor may decorate and use the corridor walls with the consent of the Trustees, to be withheld at the Trustees' sole discretion, and the Trustees may authorize such decorating and use from time to time.

(ii) No Unit Owners may alter the facade of the Building without the prior written consent of the Condominium Trustees which consent may be withheld at the sole discretion of the Condominium Trustees.

## 6. Unit Percentage Interests

(a) Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities, as defined in Section 7 below, sometimes referred to herein as Common Elements," as set forth in Exhibit C attached hereto and made a part hereof. The Percentage Interest of each Unit will decrease as additional Units are incorporated into the Condominium in one or more subsequent Phases. The Percentage Interests of the Phase 1 Units will decrease as shown in the Column of "Exhibit C" entitled "Minimum Percentage Interest After Incorporation of Phase 2." Additional decreases in the Percentage Interests of the Phase 1 Units (as well as decreases in the Percentage Interests of any Units incorporated by the Phase 2 Amendment) could occur if the Declarant exercises its rights under Section 14 of this Master Deed to add one or more additional Phases after the Phase 2 Amendment.

(b) The undivided ownership interests as described in Section 6(a) above consist of percentage interests of each Unit Owner in Common Areas and Facilities, sometimes referred to as Common Elements, are sometimes collectively referred to herein as "Percentage Interests."

(c) The designation of each Unit, and a statement of its location, the number and type of rooms, approximate area in square feet, Percentage Interests, and a description of immediate Common Areas and Facilities and Common Elements to which such Unit has access are set forth in Exhibit C.

(d) The Percentage Interests of each Unit have been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units in the Condominium. The Percentage Interests shall not be subject to change except as provided in this Master Deed, including, without limitation, as set forth herein with respect to Declarant's rights to amend this Master Deed to incorporate additional phases.

## 7. Description of Common Elements

The Common Elements, sometimes also referred to as the Common Areas and Facilities, are all located exterior to, on or within the Building, or on the Land and are described below.

(a) Description of the Common Elements: The Common Elements consist of the following:

(i) The land and all exterior landscaping, sidewalks, lights, planters, and other improvements located on the Land, and all rights of the Declarant in any adjacent right of way, street or road;

(ii) The facade or exterior face of the Building;

(iii) The exterior windows and doors of the Building;

(iv) The roofs of the Building, subject to the rights of certain Service Unit Owners to install antennae or similar equipment as described in Subsection 8(b);

(v) The foundation of the Building, its structural columns, girders, beams and all structural members appurtenant to such beams, joists, expansion joints, supports, exterior walls (other than those that are a part of a Unit), interior structural or bearing walls, structural lintels and the structural components of interior load bearing walls;

(vi) All electrical closets, utility lines, distribution lines, main risers, pipes, wires, conduits, vents, ducts, shafts, vestibules, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings, and all other facilities and fixtures for the furnishing of utilities and services to the Building, excepting those electrical closets, utility lines, distribution lines, pipes, wires, conduits, vents, ducts, shafts, vestibules, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings, and all other facilities and fixtures for the furnishing of utilities and services to the Building that exclusively serve a single Unit;

(vii) The stairwells that provide access to or egress from any more than a single Unit;

(viii) The loading and unloading area or pad adjacent to Unit SN-1-1 as shown on the Floor Plans and the Site Plan;

(ix) All other elements and features of the Condominium property outside, within or a part of the Building, however designated or described, excepting only the Units within the Building;

(x) All wires, ducts, pipes, conduits or other underground installation of utilities serving the Building, except as provided in Subsection 7(a)(vi) above with respect to such facilities that exclusively serve a single Unit;

(xi) The elevators (and related shafts, pits, machinery and appurtenant facilities) as shown on the Floor Plans;

(xii) All hallways and corridors adjacent to and connecting the elements and facilities that provide access to or egress from more than one Unit;

(xiii) All those other areas indicated as "Limited Common Elements" or "Limited Common Area" on the Floor Plans;

(xiv) The boiler, fire alarm system, electrical panels and buses, telecommunications equipment or other utility fixtures, pipes, conduits, meters or similar equipment located in the portion of the basement level shown as Common Area on the Floor Plans or elsewhere in the Building servicing more than one Unit;

(xv) Those other areas indicated as "Common Elements" on the Plans. To the extent of any inconsistency between the provisions of this Subsection 7(a) and the Floor Plans, the provisions of the Floor Plans shall supersede the provisions of this Subsection 7(a); and

(xvi) All other areas defined as Common Elements and Common Areas in Chapter 183A.

(b) Description of the Limited Common Elements or Limited Common Areas.

(i) Subject to Paragraph 7(b)(v) below, the exterior parking spaces or areas shown on the Site Plan as "Paved Parking" and "Gravel Parking" (the Exterior Parking Spaces"), which the Declarant may designate by grant of easement or license as appurtenant to one or more of the Service Units and the Declarant or such Unit Owner shall have the right to designate such spaces for visitors, guests, patients or

other parties using a Service Unit, as the Declarant or such Unit Owner shall determine to be appropriate from time to time. The Declarant, while it continues to own a Unit in the Condominium, and thereafter, the Trustees (if the Declarant has not, during its ownership of one or more Units previously made such designation(s)), shall have the right from time to time, to designate, by signage, grant of easement or license or otherwise, the right to use certain of the Exterior Parking Spaces for use by certain Unit Owners, employees, visitors, patients or other persons, designated by such Unit Owner and no Residential Unit Owner (or Owner of a Unit other than one so designated) shall have any right to use an Exterior Parking Space unless specific easement or license to do so is granted by the Declarant or the Trustees, as the case may be;

(ii) The terrace or patio on the exterior of the Building, adjacent to Unit SN-11, which shall be controlled and managed by the Owner of a Service Unit designated by the Declarant while it continues to own a Unit in the Condominium, and thereafter, the Trustees (if the Declarant has not, during its ownership of one or more Units previously made such designation);

(iii) The balcony accessed from and adjacent to Unit 306, which shall be for the exclusive use of the Owner of the Residential Unit Owner to which such balcony is accessed, subject, however to provisions of the Condominium Documents with respect to such use, including, without limitation, the Rules and Regulations, as they may be in effect from time to time;

(iv) The loading area or pad adjacent to Unit SN-11, which shall be controlled and managed by the Owner of a Service Unit designated by the Declarant while it continues to own a Unit in the Condominium, and thereafter, the Trustees (if the Declarant has not, during its ownership of one or more Units previously made such designation); and

(v) Each Unit Owner, by accepting a deed of a Unit, acknowledges that the Exterior Parking Spaces shown on the Site Plan will be substantially reconfigured (and reduced in number) beginning with the construction of the addition to the Building that will comprise Phase 2 of the Condominium, and that the Declarant and Trustees shall have similar rights to designate by grant of easement or license as appurtenant to one or more of the Service Units such spaces remaining or constructed on the Land after the incorporation of Phase 2 for visitors, guests, patients or other parties using a Service Unit. No Unit Owner will be permitted to park a vehicle in the Building, in the Garage Unit or on the Land unless such Unit Owner has obtained a parking license for such vehicle. The Garage Unit Owner and the Declarant (while the Declarant owns any Unit in the Condominium, and thereafter the Condominium Trustees) shall have the exclusive right and authority to grant parking licenses.

## 8. Description of Appurtenant Rights and Interests of Units

### (a) Appurtenant Rights and Interests of Residential Units.

(i) Common Areas and Facilities/Common Elements. Each Residential Unit shall have appurtenant thereto, in common with other Residential Units, unless otherwise specified, the rights and easements to use the Common Elements described in Subsection 7(a) and those Limited Common Elements or Limited Common Areas specifically described in Subsection 7(b) with respect to certain Residential Units. The rights and easements granted herein shall be exercisable subject to and in accordance with (A) the provisions and requirements of the Condominium Documents, (B) the rights of the Declarant, (C) the rights of the Service Units and the Service Unit Owners, and (D) when the Garage Unit is incorporated into the Condominium by the Phase 2 Amendment, the rights of the Garage Unit and the Garage Unit Owner. The Declarant and the Service Unit Owners, as determined from time to time by the Service Unit Trustees (as that term is defined in the Declaration of Trust), shall have the right to regulate access to certain of the



Common Elements and to maintain locks or other security devices or to require the use of pass cards or other means of identification to obtain access, in order to prevent damage to such Common Elements and injury to persons, to provide security for such areas or to meet the requirements of any licensing authority.

(ii) Utility Lines, etc. Each Residential Unit Owner shall have the right, with the consent of the Trustees, to access all utility lines, distribution lines, pipes, wires, conduits, vents, ducts, shafts, flues, plumbing, chimneys, equipment, machinery, furnishings, and all other fixtures for the furnishing of utilities and services to the Building that serve such Residential Unit. Such access may be conditioned upon the requiring the Residential Unit Owner to have any such work performed by a licensed, insured contractor approved by the Trustees.

(b) Appurtenant Rights and Interests of the Service Units

(i) Common Area and Facilities/Common Elements. Each Service Unit shall have appurtenant thereto, the rights and easements to use the Common Elements in common with all Unit Owners, and the rights and easements to use the Limited Common Areas as described in Subsection 7(b) of this Master Deed. The rights and easements granted herein shall be exercisable subject to and in accordance with (A) the provisions and requirements of the Condominium Documents, (B) the rights of the Declarant, (C) the rights of the Residential Units, and (D) when the Garage Unit is incorporated into the Condominium by the Phase 2 Amendment, the rights of the Garage Unit and the Garage Unit Owner. As described above, the Declarant and the Service Unit Owners, as determined from time to time by the Service Unit Trustees (as that term is defined in the Declaration of Trust), shall have the right to regulate access to certain of the Common Elements and to maintain locks or other security devices or to require the use of pass cards or other means of identification to obtain access to certain areas, in order to prevent damage to such Common Elements and injury to persons, to provide security for such areas or to meet the requirements of any licensing authority. Any such restriction shall be consistent with normal security practices in similar facilities, regardless whether such other similar facilities are owned in condominium ownership or otherwise.

(ii) Utility Lines, etc. Each Service Unit has the appurtenant right, with the consent of the Trustees, to access all utility lines, distribution lines, pipes, wires, conduits, vents, ducts, shafts, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings, and all other fixtures for the furnishing of utilities and services to the Building that serve only such Service Unit for purposes of maintenance and repair as described in Section 5 of this Master Deed.

(iii) Signage, Awnings, etc. Each Service Unit has the exclusive right and easement from time to time to erect, affix, maintain, repair and/or replace signs, awnings, canopies, lights (including seasonal lighting and displays), lighting fixtures and facilities and other prominent materials, subject to all applicable governmental requirements and subject to the approval of the Declarant while it continues to own a Unit in the Condominium, and thereafter, the Trustees, which approval shall not be unreasonably withheld or delayed, but may be granted conditioned upon compliance with applicable governmental regulations.

(iv) Installation and Maintenance of Utilities, etc. In connection with the use and leasing of the Service Units, or parts thereof, as permitted under Subsection 13(b) of this Master Deed, and at the sole expense of the Service Unit Owners, each Service Unit has the appurtenant right and easement from time to time to install, repair, replace and/or maintain pipes, wires, utilities in any Common Element located below-grade, on the ground level or second floor and/or to modify or alter as part of such installation or maintenance any utilities or building services which are part of the Common

Elements, provided such installation, maintenance, modification or alteration does not unreasonably interfere with the use of any Residential Unit or the rights appurtenant thereto, or any Common Area and Facility or Common Element for the purpose intended, and is done with the prior written approval of the Declarant (while it continues to own a Unit in the Condominium, and thereafter, the Trustees), and in a good and workmanlike manner, in accordance with all applicable legal and warranty requirements and in a manner which is consistent with the architectural integrity and first-class appearance and operation of the Building. No such installation or other activity by a Service Unit Owner shall cause insurance coverage to be voidable and the Service Unit undertaking any such installation or activity shall pay any resulting increase in insurance premiums of the Condominium Trust. In the event any work performed in the Building by a Service Unit Owner damages or affects the Building in a detrimental way, the Service Unit Owner will repair the damage to the satisfaction of the Declarant (provided that the Declarant owns any Unit, any Parking Easement or License or Storage Easement in the Condominium) and the Trustees, or shall pay for the repair of any damage.

(v) Partition. Each Service Unit has the rights and easements set forth in Section 18 hereof relative to partitioning of the Service Units into separate leasable or rentable areas, subject to the provisions of Subsection 13(b) with respect to permitted uses.

(vi) The owners of the Service Units shall have the right from time to time to install (and to request permits and approvals to install) antennae, wiring, transponders, amplifiers and similar apparatus on the roofs, to connect such installations in ducts, chases or similar conduits to utility rooms in the basement of the Building to provide connections for data, telephone or other information services or facilities from time to time (whether such services or facilities are for the Building or other facilities); provided, however, that any such services or facilities are installed subject to and in accordance with all applicable laws, regulations, codes, permits and approvals.

(c) Easement for Emergency Use.

There shall be a perpetual right and easement in favor of all Unit Owners and all occupants and residents of the Building to use all stairways and any other means of egress located in the Building during an emergency for purposes of evacuation from the Building.

(d) Easements In Common with Unit Owners Regarding Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Elements located within the boundaries of other Units and serving their Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Elements 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 or replace any portions of the Common Elements contained therein or elsewhere in the Building. The location of such pipes, wires, flues, ducts, conduits, plumbing lines, etc. shall be determined by the Trustees of the Condominium Trust who shall use reasonable efforts to minimize interferences with the normal course of operations of the Service Units or with the residential use of the Residential Units. Except in cases of emergency, the foregoing rights will be exercised at reasonable times and with reasonable notice.

(e) Appurtenant Rights and Interests of the Garage Unit. Each provision of this Subsection 8(e) shall apply only after the Garage Unit is incorporated into the Condominium by amendment of the Master Deed.

(i) Common Area and Facilities/Common Elements. The Garage Unit Owner shall have appurtenant thereto, in common with all Unit Owners, the rights and easements to use the Common Areas and Facilities and the Common Elements, as described this Master Deed. The rights and easements granted herein shall be exercisable subject to and in accordance with (A) the provisions and requirements of the Condominium Documents, (B) the rights of the Declarant, (C) the rights of the Service Units and the Service Unit Owners, and (D) the rights of the Residential Units and the Residential Unit Owners.

(ii) Utility Lines, etc. The Garage Unit Owner has the appurtenant right, with the consent of the Trustees, to access all utility lines, distribution lines, pipes, wires, conduits, vents, ducts, shafts, flues, plumbing, chimneys, equipment, fixtures, machinery, furnishings, and all other fixtures for the furnishing of utilities and services to the Building that serve only such Garage Unit for purposes of maintenance and repair as described in Section 5 of this Master Deed.

(iii) Signage. The Garage Unit Owner has the exclusive right and easement from time to time to erect, affix, maintain, repair and/or replace signs as permitted by the provisions of the Condominium Documents and as described in Subsection 13(b)(iii) and subject to all applicable governmental requirements.

(iv) Installation and Maintenance of Utilities, etc. In connection with the use of the Garage Unit, or parts thereof, and at the sole expense of the Garage Unit Owner, the Garage Unit has the right and easement from time to time to install, repair, replace and/or maintain pipes, wires, utilities in any Common Element located below-grade or on the ground level of the Building and/or to modify or alter as part of such installation or maintenance any utilities or building services which are part of the Common Elements, provided such installation, maintenance, modification or alteration does not unreasonably interfere with the use of any Residential Unit or Service Unit or the rights appurtenant thereto, or any Common Area and Facility or Common Element for the purpose intended, and is done with the prior written approval of the Declarant, while the Declarant owns any horizontally or vertically adjacent Unit, and the thereafter the Trustees, but in any case in a good and workmanlike manner, in accordance with all applicable legal and warranty requirements and in a manner which is consistent with the architectural integrity and first-class appearance and operation of the Building. In the event any work performed in the Building by the Garage Unit Owner damages or affects the Building in a detrimental way, the Garage Unit Owner will repair the damage to the satisfaction of the Declarant (provided that the Declarant owns any Unit in the Condominium), and the Trustees, or shall pay for the repair of any damage.

9. Parking Easements or Licenses.

(a) Parking Easements or Licenses. When the Garage Unit is incorporated into the Condominium, the Garage Unit shall be used to provide parking for employees, visitors and other authorized users of the Service Units or licensed to Residential Owners, as determined by the Garage Unit Owner from time to time. The Garage Unit Owner shall be permitted to determine the total number of parking easements or licenses (as used herein, the "Parking Easements or Licenses") and may make such reasonable rules relating to the use of such Parking Easements or Licenses as it may determine from time to time, including permitting so-called tandem parking and requiring the use of parking attendants or valet services with respect to parking of all or some vehicles.

(b) Subject to the provisions of this Master Deed, the Garage Unit Owner shall have the right to license, sell or otherwise convey Licenses or Parking Easements for parking spaces within the Garage Unit to Residential Unit Owners or Service Unit Owners. No Parking Easement or License may be sold, assigned or transferred to any party who is not a Unit Owner.

(c) Parking Charges. All owners of Parking Easements or holders of Parking Licenses shall be obligated to pay the fees for such parking license or easement as determined by the Garage Unit Owner from time to time. The Garage Unit Owner shall be responsible for the Common Expenses or Common Charges attributable to the Garage Unit pursuant to the Condominium Documents.

(d) Parking Limitations. Parking Easements or Licenses shall only be used for the parking of private noncommercial passenger vehicles such as automobiles and motorcycles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks, and shall not be used for any other purpose. "Service" or "commercial" license plates shall not render a motor vehicle a prohibited commercial vehicle. Storage shall not be permitted in the parking areas. Boats, trailers, unregistered vehicles, uninsured or inoperable vehicles shall not be stored in the Garage. Each owner of a Parking Easement shall comply with vehicle height restrictions of the Garage Unit as established from time to time by the Garage Unit Owner.

10. Storage Easements or Licenses.

(a) Rights Regarding Storage Areas and Storage Licenses. The Owner (the "Storage Unit Owner") of Service Unit SA-B1 and Service Unit SA-B2 (the "Storage Units") shall use the Storage Units to provide storage to the Residential Unit Owners as determined by the Storage Unit Owner from time to time. The Storage Unit Owner shall be permitted to determine the total number of storage easements or licenses (the "Storage Easements or Licenses"), sometimes referred to as "Residential Storage Areas," and may make such reasonable rules relating to the use of such easements, licenses or Residential Storage Areas as it may determine from time to time.

(b) Subject to the provisions of this Master Deed, the Storage Unit Owner shall have the right to license, sell or otherwise convey licenses or easements to use Residential Storage Areas to Residential Unit Owners. No license or easement for a Residential Storage Area may be sold, assigned or transferred to any party who is not a Unit Owner.

(c) Storage Charges. All owners of Storage Easements or holders of Storage Licenses shall be obligated to pay the fees for such storage easement or license as determined by the Storage Unit Owner from time to time. The Storage Unit Owner shall be responsible for the Common Expense Charges attributable to the Storage Unit pursuant to the Condominium Documents.

(d) Storage Limitations. Storage areas that are the subject of a Storage Easement or License shall be used solely for storage of normal and customary household items by the owner of such Storage Easements or holder of such Storage License or the permitted tenants or occupants of the Unit to which such easement or license has been granted. The Storage Unit Owner and the Trustees shall have the right from time to time to promulgate rules regarding or prohibiting the storage of food, paint, hazardous or flammable substances, items emitting objectionable noises or odors, pets or other animals, activities, decoration and other matters relating to the use of the Residential Storage Areas. Upon 24-hours prior notice to the holder of a license or easement to use any Residential Storage Area, the Storage Unit Owner shall have the right to enter a Residential Storage Area to remove and/or discard any items that are being stored in violation of this Subsection 10(d) or any rule promulgated with respect to the Residential Storage Areas (provided, however, no such notice shall be required in the event of any emergency, but notice shall be given to such holder within a reasonable time thereafter).

11. Trustees' Maintenance, Operation, Repair Rights and Obligations

(a) The Common Areas and Facilities and the Common Elements shall be maintained, operated, repaired and replaced as determined to be necessary by the Condominium Trustees, and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Condominium Documents in accordance with Section 12 of this Master Deed (other than such costs and expenses assessable to particular Unit Owners as set forth herein).

(b) There is hereby reserved to the Condominium Trustees, the exclusive right to maintain, repair, operate and/or replace the Common Areas and Facilities and the Common Elements provided the same is done in a good and workmanlike manner, in accordance with all applicable legal, warranty and insurance requirements, and in a manner which is consistent with the architectural integrity and first-class appearance and operation of the Building.

(c) There is hereby reserved to the Condominium Trustees the right to maintain, repair, operate and/or replace any portion of a Unit comprised of the utilities or fixtures of a Unit in the event such utilities or fixtures are not properly or adequately maintained by the respective Unit Owner, and all costs associated therewith may be charged by the Condominium Trust to the Unit Owner as a Common Expense.

12. Assessments Related to Common Areas and Facilities, and Common Elements and Certain Units.

Expenses relative to the Common Areas and Facilities and Common Elements in general shall be referred to herein as "Common Expense(s)" or "Common Charges."

(a) Common Areas and Facilities. All costs and expenses incurred in the maintenance and operation of the Common Areas and Facilities or the Common Elements and the repair and/or replacement thereof shall be borne by the Unit Owners in accordance with the respective Percentage Interests of each such Unit in the Common Areas and Facilities or Common Elements. Pursuant to an agreement between the Declarant and the Town of Provincetown relating to payments in lieu of taxes (as evidenced by the Land Development Agreement referenced in Exhibit A, as amended), the Declarant has agreed to make payments in lieu of taxes to the Town of Provincetown with respect to the Service Units and the Garage Unit and certain of the Residential Units when owned by the Declarant. Residential Units owned by a party other than the Declarant will be assessed by the Town of Provincetown for real estate taxes in accordance with applicable law.

(b) Garage Unit. The Condominium Trust and the Garage Unit Owner shall be responsible for the repair, maintenance and replacement of the Garage Unit, as described in a subsequent amendment of this Master Deed or in Subsection 5(c) or as otherwise expressly provided in this Master Deed. The Garage Unit Owner shall be responsible for the operation of the Garage Unit. The Garage Unit Owner shall pay the costs of operation of the Garage Unit as a vehicle parking garage (including, without limitation, management and valet or attendant costs, line striping), any real estate taxes attributable to the Garage Unit and its pro rata share of the Common Expenses (the "Garage Costs").

(c) Storage Units. The Condominium Trust and the Storage Unit Owner shall be responsible for the repair, maintenance and replacement of the Storage Unit as expressly provided in this Master Deed with respect to Service Units. The Storage Unit Owner shall be responsible for the operation of the Storage Unit. The Storage Unit Owner shall pay for the repair, maintenance and replacement of the Storage Unit as expressly provided in this Master Deed, the costs of operation of the Storage Unit, any real estate taxes attributable to the Storage Unit and its pro rata share of the Common Expenses (the "Storage Costs").

(d) Common Charges. The aforementioned Common Expenses shall be paid by Unit Owners in the form of "Common Charges" as described in Section 2 of Article V of the Condominium Trust. Costs or charges allocable to specific Units described above shall be paid or allocated as set forth in this Section 12.

13. Use of Units.

(a) Residential Units.

(i) The Residential Units are intended to be occupied only for residential purposes by persons aged fifty-five (55) or older; or if a Unit is conveyed or leased to two persons, at least one such Owner or lessee shall be fifty-five or older. Each purchaser of a Residential Unit, by accepting a deed of such Residential Unit acknowledges and agrees that each prospective occupant and resident of a Residential Unit shall be obligated to (i) provide information to the Trustees or the owner of one or more of the designated Service Units regarding the financial status, health and other aspects of such prospective occupant or resident in order to be approved for the purchase of a Residential Unit, (ii) enter into a Residency and Services Agreement, as the designated Service Unit Owner may from time to time adopt or implement, (iii) pay all Common Expenses or Common Charges allocable to such Residential Unit or pursuant to the Residency and Services Agreement; and (iv) observe and perform all of the obligations of a Residential Unit Owner under the provisions of this Master Deed, the Declaration of Trust and any Bylaws or Rules and Regulations in effect from time to time.

(ii) Residential Units may be leased or rented only as approved by the Declarant as long as the Declarant owns at least one Unit, and thereafter, only as approved by the Condominium Trustees and in accordance with the provisions of the Declaration of Trust, including, without limitation Article V, Part B, Section 16.

(iii) The Condominium Trustees shall establish rules and regulations from time to time with respect to admission of persons and others entering the Building to visit with Residential Unit Owners or occupants of Residential Units pursuant to the provisions herein. At their sole option and discretion, (aa) the Trustees may require certain or all visitors of Residential Unit Owners for business or professional purposes to be escorted by the Residential Unit Owner or an occupant of the Residential Unit to be visited, and (bb) any Residential Unit Owner may be denied rights to receive visits from others pursuant to the provisions herein if the Trustees, in their sole judgment, believe the safety of other Unit Owners or occupants may be jeopardized in any way, or in the event any Unit Owner, occupant of a Residential Unit, client or visitor creates a nuisance or disturbance.

(b) Service Units.

(i) The Service Units may be used for any lawful purpose related to or in support of the full-service residential community contemplated by this Master Deed, or in support of the Residential Unit Owners (including the skilled nursing facility and the outpatient therapy and rehabilitation facility existing in Service Units as of this date) or medical uses or other uses consistent with current or future zoning of the Land.

(ii) Each Service Unit has the rights and easements set forth in Section 18 hereof relative to partitioning of the Service Units into separate leasable or rentable areas.

(iii) Subject to the consent of the Declarant as long as the Declarant owns at least one Unit and thereafter the consent of the Condominium Trustees, any Service Unit Owner shall have the right to

erect, affix, maintain, repair and/or replace signs, awnings, canopies, lights (including seasonal lighting and displays), lighting fixtures and facilities and other promotional materials or items (including, without limitation, retail storefronts) in or on any of the interior and exterior features of such Service Unit and, with the approval of the Condominium Trustees, in the Common Elements; provided that such fixtures, materials or items are reasonably related to the operations of such Service Unit, conform to all legal requirements governing the same and are reasonably compatible with the architectural integrity and first-class appearance and operation of the Building. Anything in the windows or which may be seen from the outside requires the approval of the Declarant as long as the Declarant owns at least one (1) Unit and thereafter, with approval of the Condominium Trustees.

(c) Rent, Lease of Units, Parking or Storage Licenses or Easements. All rentals, leases, or licenses of Service Units, Parking Easement or Parking License and Storage Licenses or Easements shall be subject to the provisions of the Condominium Documents and all tenants, occupants and licensees of Units (or any portion thereof, such as parking or storage spaces) shall be obligated to observe all of the provisions of the Condominium Documents.

(d) Consistent with Condominium Documents. No Unit shall be used or maintained in a manner inconsistent with the Condominium Documents.

(e) Use by Declarant. Notwithstanding the foregoing, until the Declarant, or its successors or assigns, or its or their designees, have sold and conveyed all of the Units, the Declarant or its successors or assigns or its or their designees, may use one or more unsold Units for sales offices, models, and other purposes related to the sale or rental of Units, and may rent, lease or license Units, Parking and Storage easements and licenses as permitted in this Master Deed. The Declarant, or its successors or assigns shall have the right to lease any unsold Units without obtaining the consent of any other party.

(f) Incorporation by Reference. Sections 15 through 22 of Article V of the Declaration of Trust are incorporated into this Master Deed by reference.

14. Amendment of Master Deed, Declarant's Phasing and Other Reserved Rights.

(a) Requirements for Amendment. Except as set forth in Section 14 and any other Section of this Master Deed that permits the Declarant to amend this Master Deed notwithstanding the provisions of this Subsection 14(a), this Master Deed may be amended by (i) vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the undivided interests in the Common Areas and Facilities, and (ii) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by provisions of the Condominium Trust, in which case the higher percentage specified shall apply) of the holders of first mortgages on the Units (based upon one vote for each Unit subject to a mortgage held by such holder) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees as set forth in this Subsection 14(a), is duly filed in the Registry, provided however, that:

(i) No such instrument shall be of any force or effect unless and until the same has been filed in the Registry within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has been obtained;

(ii) The percentage of the undivided interest of each Unit Owner in the Common Areas and

Facilities and Common Elements as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentages of the undivided interests are affected, as expressed in an amended Master Deed duly recorded or filed as well as the holders of first mortgages as to such Unit Owners (except as permitted in Subsection 14(d) or elsewhere in this Master Deed);

(iii) 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 recording or filing by the owner or owners and mortgagee or mortgagees of the Units so altered;

(iv) No instrument of amendment which would affect the ability of any Service Unit Owner to maintain, renew or extend any license, approval or permit of such Service Unit Owner to operate facilities in the Building shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording or filing by the Service Unit Owner or and any mortgagee or mortgagees of the Service Unit(s) affected; and

(v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Chapter 183A shall be of any force or effect.

(b) Declarant's Rights. 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, holders of mortgages on any Units, or any of the Trustees, (i) 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 the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional first mortgage lender, (ii) to correct typographical or clerical errors or to cure any ambiguity, inconsistency or formal defect or omission, (iii) to implement requirements of any licensing authority or other governmental agency having jurisdiction over the operations of all or any portion of the Condominium or operations of Service Unit Owners within the Condominium, or (iv) to change the Residential Units designated as "Affordable Units" pursuant to the terms of the Affordable Housing Restriction, as those terms are used in Section 27 of this Master Deed.

(c) Actions with Government Agencies and Others. The Declarant reserves, at its sole discretion, the right to enter into agreements with utility companies, the Town of Provincetown, the Cape Cod Commission and other agencies in connection with the Condominium and generally to take all actions required by the Town of Provincetown or any other governmental authority, including, without limitation, those described in Clauses 14(b)(i) or (ii) above, and including the right to grant easements or licenses with respect to the Land or the Common Areas, provided such easements or licenses do not materially interfere with the use of a Residential Unit. Specifically included in such reservation of rights is the right and authority of the Declarant to grant easements, licenses or other permissive approvals with respect to encroachments on the Land by facilities which are used in connection with the adjacent land owned by the Town of Provincetown.

(d) Declarant's Phasing Rights. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more additions to the Building or separate Buildings and additional Units and may include additional common areas and facilities. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees to whom the Declarant specifically assigns its easements and rights set forth in this Subsection 14(d), whether absolutely or by way of security) the following easements and rights:



(i) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land, in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:

- a) Additional Building(s) or additions to the Building and Units;
- b) Additional roads, driveways, porches, decks, garages and garage driveways, and parking areas, walks and paths;
- c) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- d) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities;
- e) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium; and
- f) Easements or other grants of rights to facilitate access to the Building, Units or later phases or utility connections.

(ii) For so long as it owns any Unit, the Declarant shall have the right and easement to:

- a) lease, rent and license the use of any unsold Unit;
- b) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
- c) use any Unit owned by the Declarant as an office for the Declarant's use.

(iii) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements forming part thereof (excepting a Unit owned by a party other than the Declarant), such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(iv) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the common areas and facilities of the Condominium with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by this Subsection 14(d) and the development of additional common areas and facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Subsection 14(d). This easement shall include the right to store at, in or upon the common areas and facilities of the Condominium, temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with construction or other development work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under any other provision of this Master Deed or any other instrument or document, or under applicable law or regulation.

(v) Ownership of all Units and all appurtenances thereto, constructed by or for the Declarant pursuant to rights and easements reserved in this Subsection 14(d) shall remain vested in the

Declarant who shall have the right to sell and convey Units added pursuant to the rights reserved in this Subsection 14(d) without accounting to any party with respect to the proceeds of such sale.

(vi) The following sub-paragraphs further describe the scope of the Declarant's reserved rights and easements under this Subsection 14(d).

a) Time Limit After Which the Declarant May No Longer Add New Phases. Unless a time limit for expansion or addition of phases is imposed by policy or regulation of Fannie Mae or Freddy Mac (as those terms are defined in the Declaration of Trust, or a successor of either as described in the Declaration of Trust ("Secondary Market Lenders")) and either Secondary Market Lender is the holder of one or more mortgages of Units in the Condominium (or will insure, guaranty or purchase such a mortgage) the Declarant's reserved rights to amend this Master Deed shall not expire unless otherwise applicable law limits such rights to a specified term or period. In any event, the Declarant's rights to add all, or any portion or portions of, Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall not expire sooner than fifteen (15) years after the date of the recording of this Master Deed; provided, however, that the rights reserved to the Declarant to amend this Master Deed to add additional Phases and Units shall expire or be terminated only upon the Declarant (or its specifically designated successor to such rights) recording with the Registry an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.

b) Size of Phases. A phase may consist of any number of Buildings, Units, porches, decks, garages, and other appurtenances; provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law or approval in effect from time to time (and regardless whether such approval is now in effect or received after the date of this Master Deed). The Declarant shall have the right to construct Buildings and Units and Phases and add the same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases in numerical order, but may construct Buildings, Units or Phases and add Buildings, Units and Phases to the Condominium in any order which the Declarant may desire. A Phase may consist of the reconfiguration of a Unit into two or more Units.

c) The Declarant may exercise its phasing rights hereunder to add future Phase(s), including Buildings and Units and Limited Common Areas or Limited Common Elements or other exclusive appurtenances to Units, to the Condominium by unilaterally executing at any time and from time to time, without the need for the consent or signature of any other Unit Owner or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, and recording with the Registry on or more amendments to this Master Deed, which may be styled as amendments and restatements of this Master Deed, and which shall include, as applicable, amended exhibits, floor plans and a site plan substantially similar in detail to the exhibits, floor plans and site plan recorded with this Master Deed, to the extent applicable to any such amendment.

d) All Unit Owners, and all persons claiming, by through or under such Unit Owners, including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed

to have consented to all amendments of this Master Deed or the Declaration of Trust adding new phases to the Condominium and all other amendments made pursuant to this Subsection 14(d) and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant, or its successors or assigns, and recorded with the Registry shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit Owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed or the Declaration of Trust pursuant to the Declarant's reserved rights hereunder, the Percentage Interest of each Unit in the Common Areas and Facilities, together with such Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced. Currently, the Declarant expects to incorporate thirty-eight (38) additional Residential Units, the Garage Unit and additional Service Units (the "Phase 2 Units") into the Condominium when the proposed addition to the Building has been completed. Upon the recording of the Phase 2 Amendment, the Percentage Interests of the Phase 1 Units will be decreased as shown on the column of Exhibit C entitled "Minimum Percentage Interest After Incorporation of Phase 2." Following any further amendment of this Master Deed to incorporate additional phases after Phase 2, the Percentage Interest of all Units shall be based upon the value of each Unit then existing in proportion to the estimated aggregate fair value of all Units in the Condominium, as reasonably determined by the Declarant; and each Unit owner consents to the changes in the Percentage Interests required by such amendment, which revised Percentage Interests shall be set forth in a further amendment of Exhibit C which is to accompany each amendment to this Master Deed adding a new Phase to the Condominium, to be effective upon the recording of each such amendment to this Master Deed.

e) Every Unit Owner by the acceptance of a deed to a Unit thereby consents for the heirs, administrators, executors, successors and assigns and all other persons claiming by or through such Unit Owner (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Subsection 14(d) and expressly agrees to said alteration of the appurtenant Percentage Interest of such Unit and Unit Owner in the common areas and facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed or the Declaration of Trust pursuant to this Subsection 14(d).

f) In the event that, notwithstanding the provisions of this Subsection 14(d) to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant or its successors and assigns, is required on any amendment to this Master Deed or the Declaration of Trust which adds a new Phase to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and each Unit Owner (whether such Unit Owner acquired such Unit directly from the Declarant or from any other party), by accepting a deed of a Unit, hereby constitutes and appoints the Declarant as attorney-in-fact for such Unit Owner for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each Owner of a Unit in the Condominium, and all other persons

claiming by, through or under such Unit Owner (including the holder of any mortgage or other encumbrance of such Unit).

g) All Units in a subsequent phase shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed and shall be consistent in terms of quality and finish with the Units described in this Master Deed. If and to the extent that Units in a subsequent phase may have systems or fixtures which are different from those in the Units described in this Master Deed, the Declarant, at the time such additional Units are incorporated into the Condominium, may amend this Master Deed and the Declaration of Trust to allocate costs or expenses incurred by or resulting from such Units among such Units in a manner other than as currently provided in this Master Deed and the Declaration of Trust if the Declarant, in good faith, determines that an alternative allocation of such costs or expenses is reasonable.

(e) Consent. Each Unit Owner, by acceptance of the deed to their Unit, and each mortgagee of a Unit, shall thereby have consented to the foregoing provisions of Subsections 14(a) through 14(d) including, without limitation, the right of the Declarant, its successors and assigns or its or their designees to unilaterally amend this Master Deed without the requirement of necessity of securing any further consent or the execution of any further documents by such Unit Owner other than that as set forth herein. For the purposes of this Section 14, each Unit Owner, by acceptance of a deed to their Unit, constitutes and appoints the Declarant, its successors and assigns or its or their designees, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the Land and title to the owner's Unit and be binding upon such Unit Owner's heirs and assigns to make such amendment(s) subject to the limitations set forth herein. Furthermore, each Unit Owner shall cooperate with the Declarant at the Declarant's expense, its successors and assigns or its or their designees, if requested, in connection with the Declarant's efforts to obtain any zoning relief from the Town of Provincetown which the Declarant may seek to effectuate for the purpose of this Section 14 and not in any way to object or to impede the efforts of the Declarant, its successors and assigns and its or their designees, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section 14.

#### 15. Condominium Unit Owners' Association

(a) Name of Association, Address. The Condominium Unit Owners' Association shall be The Seashore Point - Deaconess Condominium Trust (the "Condominium Trust"), which has been formed and through which the Unit Owners will manage and regulate the Condominium, pursuant to a Declaration of Trust of even date, to be recorded herewith in the Registry. The main address of the Condominium Trust (following the term of the Initial Trustee, as identified in Subsection 15(b) below and further described in the Trust) shall be 100 Alden Street, Provincetown, Massachusetts. The Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of the Condominium Trust and that the beneficial interests of each Unit Owner in the Condominium Trust shall be the same percentage interests as the Unit Owner's Percentage Interests in the Common Areas and Facilitates and Common Elements as established by this Master Deed and set forth in Exhibit C.

(b) Initial Trustee. The Initial Trustee is New England Deaconess Association Abundant Life Communities, Inc. with an address at 80 Deaconess Road, Concord, Massachusetts 01742. The term of office of the Initial Trustee is as set forth in Article III, Section 1(a) of the Declaration of Trust.

(c) Term. The term of subsequent Trustees of the Condominium Trust shall be determined as set forth in Article III, Section 2 of the Declaration of Trust.

(d) Bylaws. The Initial Trustee of the Condominium Trust has enacted Bylaws pursuant to Chapter 183A, which are set forth in the Declaration of Trust.

16. Reservation of Rights to Declarant

In addition to the reservation other rights hereunder, the Declarant reserves to itself and its successors and assigns or its or their designees, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the Condominium, and the Common Elements for all purposes, including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, including, without limitation, the addition to the Building intended to be incorporated into the Condominium as Phase 2. Nothing in this Section 16 shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities and the Common Elements of the Condominium, including, but not limited to, the Land and Building, (x) to abutters for emergency egress and for the accommodation of party walls and existing structures, and (y) for installation of telephone, cable television lines and utilities serving the Units, the Common Areas and Facilities and the Common Elements of the Condominium, and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install telephone, cable television and data transmission lines, and such other equipment as may be necessary for the installation and operation of the same in any portions of the Building. The Declarant reserves the easement and right to change the number, size, location, and configuration of Units owned by the Declarant at any time and from time to time as set forth in Section 18.

17. Encroachments.

If any portion of the Common Areas and Facilities or Common Elements 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 Common Elements, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (a) settling of the Buildings, or (b) condemnation or eminent domain proceedings, or (c) alteration or repair of the Common Areas and Facilities or Common Elements or any part thereof done pursuant to the Condominium Documents, as the same maybe from time to time amended, or (d) repair or restoration of the Buildings 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 Buildings stand.

18. Renovation of Unit, Alteration, Combination or Partition.

(a) If a Unit Owner (other than the Declarant) shall elect to renovate a Unit, the Trustees reserve the right to require such Unit Owner to have professionally prepared plans and specifications, as well as a proposed construction schedule, submitted for review and approval by the Condominium Trustees within forty (45) days of submission. The owners of any such Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of this Section 18 and Section 13, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees. The Trustees shall have the right to approve the identity of any and all contractors, subcontractors, mechanics and laborers hired by any Unit Owner proposing to perform construction work in a Unit, the times when any such work may be performed, the right to require dates such work may start and must be completed by, and to require certificates of insurance showing the Unit Owner, Condominium Trustees and any other party reasonably identified by

the Trustees named as additional insured parties. The Trustees shall have the right to inspect any such work while in process.

(b) Rights to Combine and/or Partition Units. In the event that two (2) or more contiguously located Units (whether such Units are contiguous vertically or horizontally) (in the case of vertically contiguous Units, such contiguity need not be identical) ("Contiguous Units") are in common ownership and if the owner of such Units (the "Contiguous Owner") desires to physically connect such Units by cutting one or more openings between such Units, the following procedure shall apply:

(i) The Contiguous Owner shall provide notice in writing to the Condominium Trust of the intention to physically connect the Units accompanied by (x) detailed plans and specifications showing the proposed work (the "Proposed Work Plans") drawn by an architect registered in Massachusetts, (y) certification by the registered architect that such work will not impair the structural integrity of the Building, and (z) a written agreement and obligation of the Contiguous Owner to the other Unit Owners and to the Condominium Trust (1) to complete the work expeditiously in accordance with the Proposed Work Plans, in a first-class workmanlike manner, using new materials, and under the supervision of the architect or licensed contractor, as determined by the Trustees, (2) not to impair the structural integrity of the Building or adversely affect any of the Common Elements, (3) to pay promptly all bills for labor and materials, (4) to indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and (5) to pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect or engineer engaged by the Condominium Trust (at the Trustee's sole option but not obligation) to advise them as to any aspect of such work, and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Section 18. In addition to the foregoing, the Unit Owner shall pay to the management company that manages the Condominium, and or architects or engineers hired by the management company for purposes hereof, a fee, determined by the Trust and/or the management company, to review the Proposed Work Plans.

(ii) The Contiguous Owner shall secure all necessary permits and approvals prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an amount not less than one million dollars (\$1,000,000.00), or such higher amount as may reasonably be required by the Condominium Trust, such insurance naming the Condominium Trust, the Declarant, the management company and all others having an insurable interest at the sole option of the Declarant as additional insured, and deliver to the Condominium Trust evidence of such insurance coverage and proof of payment of the premium therefore prior to the commencement of the work.

(iii) The work shall be performed so as to minimize disturbance to other Unit Owners and occupants, and the Condominium Trustees shall set work rules including times when any such work may be conducted, the dates such work may commence and the date such work must be completed by. If the work is not completed in a timely manner, the Trustees may terminate the right to do the work.

(iv) The Contiguous Owner shall not commence or have any agent commence such work unless and until obtaining the written consent of the Condominium Trust. The Condominium Trust may withhold its consent if the work could impair the structural integrity of the Building, or adversely affect pipes, wires, risers, or utilities that are part of the Common Elements or other Units, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and the Proposed Work Plans and with this Section 18.

- (v) All work done shall conform with all applicable building or other code requirements.
- (vi) At the completion of the work, the Contiguous Owner shall notify the Trustees, 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 the registered architect or engineer that the work has been completed in all respects and in accordance with the Proposed Work Plans, and that the performance of such work has not impaired the structural integrity of the Building or adversely affected any portions of the Common Elements or any other Unit.
- (vii) With regard to any Condominium Units not yet sold by the Declarant, the Declarant shall have the unilateral right to approve, which approval may only be withdrawn with the consent of the Declarant or the applicable Contiguous Owner, the combining of two (2) or more Contiguous Units, and, as determined by the Declarant, the combining of such Contiguous Units may occur prior to or after the Contiguous Units are purchased.
- (c) Appurtenant Rights, As Necessary. During such time as the Units are physically connected, the Contiguous Owner and their successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the Common Elements that separated such Units from each other prior to the work which is the subject of this Section 18.
- (d) Dividing Combined Units. 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 contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to remove or replace the opening or openings between such Units which physically connected such Units by following the procedure set forth hereinabove in this Section 18, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of removing or 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 contiguous arrangement, so that such Units are no longer physically connected. If a single Unit was created by incorporating any common hall areas in between the two original Combined Units, the common hall area shall revert back to Common Elements upon the separation of the Combined Units, at the Owner's sole cost and expense. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units.
- (e) Amendment of Master Deed to Reflect Unit Connection. If a Unit Owner physically connects (or disconnects) Units that he owns in a contiguous arrangement as set forth above, or incorporates any hallway(s) into their Unit, the Condominium Trust shall unilaterally amend this Master Deed to reflect the creation (or reversal) of such contiguous arrangement or, if approved by the Trustees, the incorporation of hallway(s) into a Unit. Such amendment shall be accompanied by Floor Plans prepared and certified in accordance with Chapter 183A. The cost of all such amendments, including the preparation and recording of revised Floor Plans, shall be borne solely by the Unit Owner who is altering their Unit(s). The Unit Owner's Percentage Interests in the Common Areas and Facilities and in the Common Elements will be the sum of each Unit's interest prior to the Units being connected.
- (f) Partition of Service Unit for Leasing. A Service Unit Owner may partition a Service Unit for purposes of use only, without creating two (2) or more separate Units. Such a partition shall be in order to segregate different areas within the Unit for separate business purposes, as permitted in Section 13 herein, and to be leased and rented accordingly. All of the same provisions and requirements stipulated in this Section 18 (excepting any obligation to amend the Condominium Documents) shall be implemented and enforced against a Service Unit Owner with respect to the partition of any Service Unit. A Service Unit

Owner may subdivide, sublet and permit another Service Unit Owner (including its tenants) to use storage space within its Units such Service Unit Owner has the right to use.

(g) Unit Owners' Consent. Each present and future Unit Owner, by acceptance of their Unit Deed, shall be deemed to have expressly assented to the provisions of this Section 18.

19. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust.

All present and future owners, visitors, servants and occupants of Units, holders of any Parking or Storage Easement or License shall be subject to, and shall comply with, the provisions of this Master Deed and the other Condominium Documents, as any of them may be amended from time to time, the Unit Deed, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A attached hereto, insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit, Parking or Storage Easement or License shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A attached hereto, or referenced in the Unit Deed.

20. Non-Recourse

Notwithstanding anything to the contrary contained in this Master Deed, or any other Condominium Documents, any liability or claims against the Declarant are strictly limited to the Declarant's interests in the Condominium, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any director, officer, employee, member or shareholder of the Declarant. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

21. 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 provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver

The failure to enforce any provision contained in this Master Deed shall not abrogate nor waive such provision, irrespective of the number of violations or breaches that may occur.

23. 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 provisions hereof.

24. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A, as it may be amended from time to time. In case any of the provisions stated above conflict with the provisions of Chapter 183A, as it may be amended from time to time, the provisions of Chapter 183A shall control.



25. Residency and Services Agreement.

Each Residential Unit Owner, upon acquiring a Unit, shall be obligated to enter into a Residency and Services Agreement as described in Article X, Section 1(f) of the Condominium Trust.

26. Miscellaneous

(a) Wherever in the Condominium Documents consent or approval is required, such consent or approval must be in writing.

(b) Wherever in the Condominium Documents the word "Declarant" is used, said term shall also mean the Declarant's successors and assigns, or its or their designees, whether or not already so stated.

27. Affordable Housing Restriction.

The Declarant, prior to its change of name from NEDA Care Manager, Inc., entered into an Affordable Housing Restriction with the Town of Provincetown dated October 24, 2006 recorded in the Registry in Book 21620, Page 29, as affected by an instrument executed by the Declarant on January 9, 2012, recorded in the Registry on January 30, 2012 in Book 26039, Page 314 (the "Affordable Housing Restriction"). The Affordable Housing Restriction requires the Declarant to restrict nine (9) units as "Affordable Units." The Declarant hereby (i) designates Units 207, 208, 211, 212, 213, 216, 217, 220 and 312 as Affordable Units, and (ii) reserves the right to amend this Master Deed to designate other or additional units as Affordable Units subject to the provisions of the Affordable Housing Restriction. Capitalized terms used in this Section 27 and not otherwise defined shall have the meaning set forth in the Affordable Housing Restriction.

EXECUTED as an instrument under seal as of the date first written above.

SEASHORE POINT - DEACONESS, INC.

By: Kevin Carl  
Its President

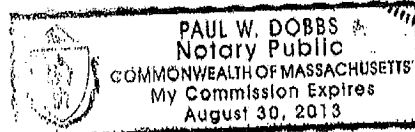
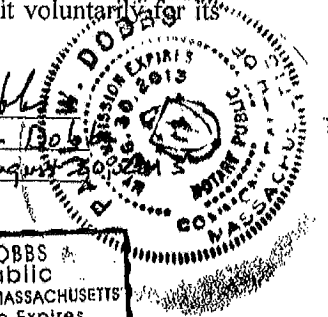
By: [Signature]  
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlebury, MA, ss.

On this 22<sup>nd</sup> day of May, 2012 before me, the undersigned notary public, personally appeared Susan Shaikov, proved to me through satisfactory evidence of identification, which was  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the foregoing ~~power of attorney~~ and he acknowledged that he signed it voluntarily for its stated purpose, as the Treasurer of Seashore Point - Deaconess, Inc.

Paul W. Dobbs  
Notary Public: Paul W. Dobbs  
My commission expires: August 30, 2013

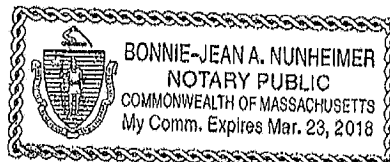


COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 23 day of May, 2012, before me, the undersigned notary public, personally appeared KEVIN COMICK, President as aforesaid, proved to me through satisfactory evidence of identification which was MA drivers license, to be the person whose name is signed on the preceding ~~Power of Attorney~~, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My commission expires: 3/23/2018



**Exhibit A**

Seashore Point-Deaconess Condominium - Description of the Land:

100 Alden Street, Provincetown, Massachusetts

A parcel of land on Alden Street, Provincetown, Barnstable County, Massachusetts, which parcel is shown as "Lot 1 Total Area = 115,643 +/- Sq. Ft." on a plan of land entitled "Plan of Land in Provincetown as surveyed for Town of Provincetown 'Cape End Manor'," dated October, 2005, prepared by William N. Rogers, Professional Civil Engineers & Land Surveyors, which Plan is recorded with the Barnstable County Registry of Deeds in Plan Book 614, Page 61.

Together with the benefit of a permanent easement for access and a temporary construction easement and subject to the restriction thereon all as recited in an Order of Taking dated January 22, 2007 and recorded in the Registry in Book 21755, Page 41.

Portions of the property described in this Master Deed are subject to an Affordable Housing Restriction between NEDA Care Manager, Inc. and the Town of Provincetown dated October 24, 2006 recorded in the Registry in Book 21620, Page 29, as affected by an instrument executed by the Declarant on January 9, 2012, recorded in the Registry on January 30, 2012 in Book 26039, Page 314. See Section 27 of this Master Deed.

For Declarant's title, see the deed dated October 18, 2006, recorded in the Registry at Book 21620, Page 10, as confirmed by an instrument dated March 26, 2007, recorded in the Registry at Book 21884, Page 24.

## **Exhibit B**

### **The Seashore Point-Deaconess Condominium - Description of the Building:**

100 Alden Street is constructed of a structural concrete foundation, steel framed, with steel studs and composite deck floors. . The exterior wall construction is fire treated plywood sheathing over steel studs with cedar shingle siding. The roofs are shingle roofing and, in certain areas, membrane roofing.



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

Date: May 23, 2012

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**SEASHORE POINT - DEACONESS, INC.**

is a domestic corporation organized on **July 01, 2005**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 12057450860

Verify this Certificate at: <http://corp.seo.state.ma.us/corp/Certificates/Verify.asp>

Processed by: mda