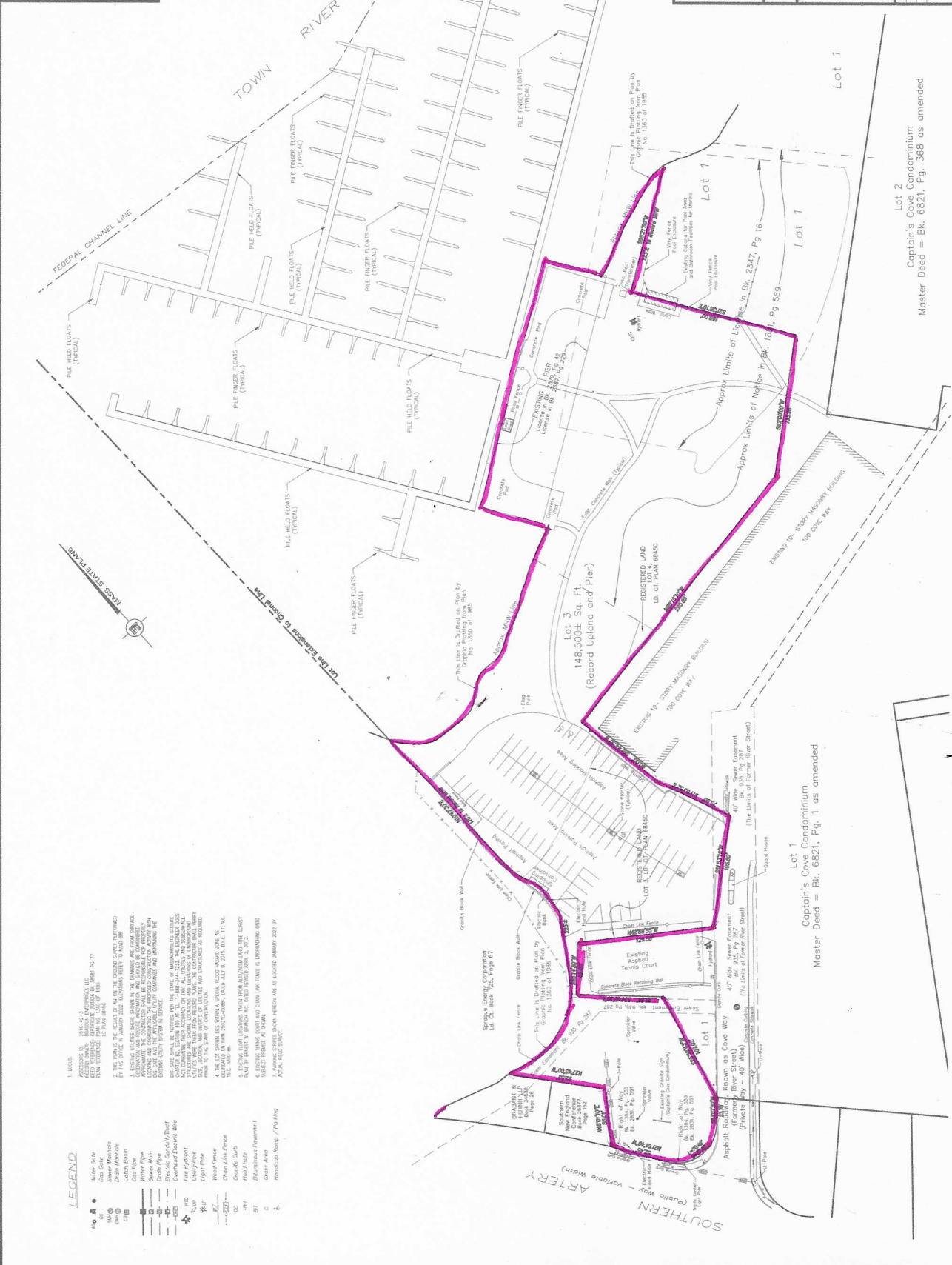


DeCelle-Burke-Sala & Associates, Inc.
 1266 Furnace Brook Parkway #401
 Quincy, MA 02269
 617-449-2000 (ext. 101, 0)
 www.decelleburkesala.com

PROJECT TITLE & LOCATION	
SITE PLAN CAPTAIN'S COVE MARINA 1 COVE WAY QUINCY, MA 02169	
DATE	FEBRUARY 1, 2007
DESIGNED BY	DECELLE-BURKE-SALA
SCALE	1" = 40'
DATE	FEBRUARY 1, 2007
REVISIONS	NO. 1
DATE	FEBRUARY 1, 2007
SCALE	1" = 40'



LEGEND

Water Color
 Gas Color
 Sewer
 Storm
 Drain
 Catch Basin
 Gas Meter
 Steam Main
 Drain Pipe
 Fire Hydrant
 Utility Pole
 Light Pole
 Check Valve
 Granite Curb
 Hand Hole
 RT
 G
 D
 H

1. 100%
 40222005 01 2144-42-3
 FIELD SURVEY
 FIELD SURVEY REFERENCE TO PLAN 88
 PLAN REFERENCE: LOT PLAN 88

2. THIS PLAN IS THE RESULT OF AN ON-SITE SURVEY PERFORMED BY THIS OFFICE IN JANUARY 2002. ILLUSTRATIONS REFER TO WORK-AS-EXISTING CONDITIONS AND SHOULD BE CONSIDERED AS SUCH. ANY CHANGES TO THE PLAN SHALL BE THE RESPONSIBILITY OF THE CLIENT. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS.

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4. EXISTING UTILITY LOCATIONS AND CHANGES THEREIN IS DETERMINED ON THE BASIS OF FIELD SURVEY AND RECORD DRAWINGS. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS. THE CLIENT IS ADVISED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS AND STANDARDS.

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Lot 1
 Captain's Cove Condominium
 Master Deed = Bk. 6821, Pg. 368 as amended

Lot 2
 Captain's Cove Condominium
 Master Deed = Bk. 6821, Pg. 1 as amended

SOUTHERN ARTERY - VARIABLE WIDTH

Lot 3
 148,500± Sq. Ft.
 (Record Upland and Pier)

Lot 1
 Captain's Cove Way
 (Private Way - 40' Wide)
 (The Limits of Former River Street)

Lot 1
 Captain's Cove Way
 (Private Way - 40' Wide)
 (The Limits of Former River Street)

Lot 1
 Captain's Cove Way
 (Private Way - 40' Wide)
 (The Limits of Former River Street)

Lot 1
 Captain's Cove Way
 (Private Way - 40' Wide)
 (The Limits of Former River Street)

Lot 1
 Captain's Cove Way
 (Private Way - 40' Wide)
 (The Limits of Former River Street)

Rick Griffiths

From: Tim Richmond
Sent: Thursday, February 4, 2016 9:38 AM
To: Quentin Ricciardi; Rick Griffiths
Subject: Fw: Breakdown of Parking Spaces on Capt Cove

Tim Richmond

Captain's Cove Marina
(617) 328-3331

Captains Cove Marina has a total of 227 parking spots.

<u>200 Building lot:</u>		<u>100 Building lot:</u>		<u>Total:</u>
Numbered	227	Numbered	109	336
Unnumbered	72	Unnumbered	46	118
Handicap	9	Handicap	3	12
Motorcycle	8			8
"Parking April-Nov"	20			20
Unnumbered	21			<u>21</u>
(But has signs "no marina parking")				515

Marina lot:

Unnumbered:	88
Handicap:	<u>2</u>
	90

FYI, the unnumbered spots that have signs "NO MARINA PARKING" are directly across from the walkway between the two buildings.

Tim Richmond

Captain's Cove Marina
(617) 328-3331

MASTER DEED
OF THE
CAPTAIN'S COVE CONDOMINIUM

We, PAUL RICCIARDI, STEPHEN C. RICCIARDI and PAUL F. RICCIARDI, Trustees of the CAPTAIN'S COVE TRUST, under a Declaration of Trust dated June 18, 1984, recorded in Norfolk Registry of Deeds in Book 6454 at Page 557, all of Quincy, Norfolk County, Massachusetts, (hereinafter collectively referred to as "Declarant"), being the sole owners of the land together with the buildings thereon, located at Cove Way (Formerly River Street), Quincy, Norfolk County, Massachusetts, and being more particularly described in SECTIONS TWO and THREE below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter referred to as the "Premises"), to the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter referred to as "Chapter 183A") and do hereby state that we propose to create, and do hereby create with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, Declarant declares and provides the following:

RECORDED
DEC 11 1984
1360
1361
1984
BOOK 222

SECTION ONE
NAME

The name of the Condominium shall be CAPTAIN'S COVE
CONDOMINIUM.

SECTION TWO
DESCRIPTION OF LAND - PHASE I

The Premises which constitute this Condominium (hereinafter referred to as the "Condominium"), consists of the land together with buildings thereon, located at Cove Way, Quincy, Norfolk County, Massachusetts, and being more particularly bounded and described on EXHIBIT "A" attached hereto and incorporated herein by this reference.

The Premises are subject to and with the benefit in common with others now or hereafter entitled to use all the roads and driveways shown on the Condominium Site Plan in both Phase I and Phase II for all purposes for which roads and driveways are used, including, but not limited to, the right of the Declarant, their successors and assigns, and all Unit purchasers to use not only said roads and driveways as shown on the Site Plan, but also all other accessways to individual condominium units, together with the right to reconstruct and/or relocate within the layout of said roads and driveways and to install, repair, replace and maintain, now or in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities and serving both Phase I and Phase II.

SECTION THREE
DESCRIPTION OF BUILDINGS

The Condominium may consist of two (2) Phases. Phase I consists of one hundred & one (101) Condominium Units. Phase II shall consist of two hundred & two (202) Units. EXHIBIT "B" attached hereto and made a part hereof by this reference shows the number of each Unit, the location, approximate area, number of rooms, immediate common areas, and the proportionate interest of each Unit in the common areas and facilities (or otherwise referred to herein as "Common Elements"). The proportionate interest is shown for Phase I alone and also for Phases I and II inclusive.

Phase I of the Condominium consists of one (1) building (hereinafter referred to as the "Building") located on the land above described, consisting of ten (10) stories and penthouse and containing one hundred & one (101) two (2) bedroom Units. The Buildings are constructed of concrete plank and masonry bearing walls. The roof is flat of flexible membrane composition. There is no basement. Footings are concrete reinforced spread footings.

The Declarant may construct Phase II which shall consist of one (1) additional Building, which will contain two hundred & two (202) Units and which is presently excluded from the Condominium.

Each purchaser of a Unit within Phase I of the Condominium, by his recordation of a deed to his respective Unit, shall be deemed to consent to the following amendment to this Master Deed:

At such time as construction of the Building in Phase II has been completed, the Declarant may, without the necessity of further consent from any Unit Owner or mortgagee or lien holder thereof, amend this Master Deed so as to include said Phase II in this Condominium and to subject Phase II to the provisions of Massachusetts General Laws, Chapter 183A, whereupon the Units in said Building shall be Units in this Condominium and the common areas and facilities of this Condominium shall include said Phase II and all, and the same, elements, features and facilities of the Buildings and grounds, which are described, defined and referred to herein as common areas and facilities, including, without limitation, any and all such areas and facilities constructed on said Phase II. The foregoing amendment shall contain all of the particulars required by said Chapter 183A.

From and after the recording of such amendment, the Condominium shall include Phase II. However, if the Declarant has not amended this Master Deed so as to include said Phase II in or within seven (7) years from the date this Master Deed is recorded, then the foregoing reserved rights of the Declarant, or his successors, shall terminate and be of no effect with respect to any of Phase II, and said Phase II area as shown on the Condominium Site Plan shall thereupon become part of the common elements of this Condominium already completed, i.e. Phase I. Declarant hereby reserves the right and easement until such time as Declarant, or his successor, has no further interest in the premises described herein and shown as Phase I and Phase II on the Condominium Site Plan, to and for access

and to store construction equipment and materials thereon, and the right to grant easements for all purposes under, on and over the premises shown as Phase I and Phase II and any Unit Owner, mortgagee, or lien holder thereof, by acceptance of a deed to his Unit, shall thereby grant said rights and easements and irrevocably appoint the Declarant and his successors to the above-described premises as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant the aforesaid rights and easements and to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

SECTION FOUR
DESCRIPTION OF UNITS

a. The designation of each Condominium Unit (hereinafter the "Unit") in the buildings comprising the Condominium, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are set forth in EXHIBIT "B", attached hereto and incorporated herein by this reference.

b. The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium. The proportionate interest of the prospective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then

aggregate fair value of all the Units on that date for Phase I and for Phase II, which is to be included in the Condominium by Amendment to the Master Deed as provided in SECTIONS THREE and TWELVE hereof.

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

1. Floors: The plane of the upper surface of the subflooring.
2. Ceilings: The plane of the upper surface of the finish ceiling material.
3. Interior Building Walls: The plane of the interior surface of concrete walls, or, in the case of walls with wall studs or furring, the plane of the surface of the wall studs or furring.
4. Exterior Building Walls: The plane of the interior surface of concrete walls; or, in the case of walls with wall studs, the surface of the wall studs.
5. Exterior Doors & Windows: As to the doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

d. Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

e. The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities therefor).

f. Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in SECTION FIVE hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

g. The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the balcony or patio, if any, immediately adjacent to their Unit.

h. The owners of each Unit shall have the right, as appurtenant to their Unit, to use of one assigned parking space in the parking area of the Condominium, subject to the regulations by the TRUSTEES of the Condominium Trust.

i. The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform.

j. Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to the Unit.

SECTION FIVE
DESCRIPTION OF COMMON AREAS AND FACILITIES

Until the amendment to the Master Deed creating Phase II of the Condominium, the Common Elements of the Condominium shall consist of the entire property constituting Phase I, as shown on the Condominium Site Plan, including all parts of the buildings and improvements thereon, other than the Units. Until the execution and recording of such amendment, the land and buildings constituting Phase II, as shown on the Condominium Site Plan, are specifically excluded from the Common Elements of Phase I. The Declarant does hereby warrant for himself and his successors, that in the event Phase II of the condominium plan is not created in or within seven (7) years from the date this Master Deed is recorded, as contemplated herein, they will convey all such land as shown as Phase II to the condominium to Phase I hereby created, and all reserved rights of the Declarant, and his successors, shall terminate.

The common areas and facilities of the Condominium consist of:

a. The land above described in SECTION TWO as it may be amended as set forth herein by the addition of Phase II,

together with the benefit of and subject to all rights, easements, restrictions and agreements as set forth in Exhibit "A" or as may be hereafter recorded, if any, so far as the same may be in force. Until the Master Deed has been amended to include Phase II, the land and buildings constituting Phase II are specifically excluded from the Condominium. However, if Phase II is not included, the land area of Phase II shall become common areas of Phase I in accordance with SECTION THREE hereof.

b. All portions of the Building not included in any Unit by virtue of SECTION FOUR above, including, without limitation, the following to the extent such may exist from time to time:

1. The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit.

2. The main entranceway, steps and stairway, elevators, the entrance vestibule, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways.

3. Installations of central services, such as heat, telephone, electric power, gas, hot and cold water, smoke and heat alarms, buzzer and receiver systems, including all equipment attendant thereto, master television antennae, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a

single Unit.

4. All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (3) which are contained in common portions of the Buildings and/or portions of the Buildings, contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building, including Units other than the Unit within which such facilities are contained, together with an easement of access thereto to the Condominium Trust for maintenance, repair and replacement.

5. All land, areas, lawns, landscaping, parking areas and driveways, and facilities, and other improved or unimproved areas on land and not within Unit:

5.1 Patios, Parking, Easement Areas

Each balcony, roof deck or patio, if any, immediately adjacent to any Unit shall be common area reserved for the exclusive use of that Unit. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order.

5.2 Common Parking

Subject to regulation by the Trustees of the Condominium Trust, the Owners of each Unit shall have the right, in common with others entitled thereto, to park one personal automobile in the parking area of the Condominium in one assigned parking space. The Trustees shall otherwise superintend orderly use of the parking area by the adoption of rules and regulations.

6. Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on EXHIBIT "B", attached to this Master Deed and incorporated herein by reference thereto.

The Trustees of the Condominium Trust, as referred to in SECTION ELEVEN hereof, in their sole and absolute discretion, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purpose of this Section may be carried out by the rules and regulations of the said Condominium Trust.

The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the said Condominium Trust, and the By-laws and Rules and Regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A, as amended.

SECTION SIX
PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY
LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, master television antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other 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 the Common Elements contained therein or elsewhere in all such Buildings.

SECTION SEVEN
FLOOR PLANS

A Condominium Site Plan of the Buildings in Phase I is recorded with and made a part of this Master Deed by this reference thereto.

The Floor Plans of the Building and the Units therein, together showing the layout of the Building, setting forth the Units within the Buildings and the Buildings comprising the Condominium, and depicting the Unit dimensions, main entrance and immediate common areas to which each Unit has access, all "as built" and bearing the verified statement of a registered architect or engineer certifying that the plans taken together fully and accurately depict the layout, location, Unit designation, Unit numbers and dimensions of the Units as built, are recorded with and made a part of this Master Deed by this reference thereto.

The Condominium Site Plan and the Floor Plans (hereinafter referred to as "The Plans") are listed on a schedule attached hereto and incorporated herein, which together with said Plans, are collectively referred to as EXHIBIT "C".

Site Plans and Floor Plans with respect to Units in Phase II will be recorded with an amendment to this Master Deed creating said Phase II on an "as built" basis.

SECTION EIGHT
ENCROACHMENTS

If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or any other Unit, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the Buildings, or as a result of repair or restoration of said building or of the Unit after damage or destruction by fire or other casualty, or alterations or repairs of the common areas and facilities or as a result of a condemnation or eminent domain proceedings, a valid mutual easement in favor of the Unit Owners collectively as owners of the common areas and respective individual Unit Owners involved shall exist for such encroachment and for the maintenance of the same so long as such building shall stand.

SECTION NINE
STATEMENT OF PURPOSES

The purposes for which Units and the areas and facilities therein are intended to be used are for residential dwelling purposes.

a. The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

1. The Parking Spaces may be used only for parking of private automobiles, motorcycles, and non-commercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Spaces, and their immediate families. No trucks, boats, trailers (whether capable of

independent operations or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Trustees of the Condominium Trust. Only one vehicle is allowed in each Parking Space.

2. All vehicles should be parked within their respective Parking Spaces.

3. A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the Rules and Regulations promulgated pursuant to said Condominium Trust.

4. In instances where vehicles using the Parking Areas and Facilities of the Condominium or Parking Spaces do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

b. The use of the Balconies and Patios by the owners or occupants of the respective Units to which they are appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, and the Condominium Law, and all zoning, safety, building and other applicable laws, ordinances, and regulations. The Trustees of the Condominium Trust and their agents, servants, or employees, may have access to and use of

said Balconies and Patios after not less than forty-eight hours notice to the owner of the Unit having the exclusive use and right thereof for purposes of maintenance, repair, upkeep, or inspection of said areas or other portions of the Buildings or Common Areas, and the Trustees of the Condominium Trust and any Unit Owner may have access to and use of the Balconies or Patios at any time, without notice, in the event of emergency.

c. The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

1. Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing.
2. No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes.
3. Every lease, license, or tenancy agreement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupants to comply with all terms and conditions of this Master Deed, specifically including, but not limited to, this SECTION NINE and SECTION TEN, the Condominium Trust, and the Rules and Regulations of the Condominium (which are an Exhibit to the Condominium Trust recorded herewith), and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of SECTIONS NINE and TEN of the Master Deed.

4. No outside occupants shall keep, house, or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustees of the Condominium Trust.

5. The provisions of the within subparagraph (3) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

6. Notwithstanding the provisions contained in SECTION NINE and SECTION TEN hereof, or otherwise, the Declarant hereby reserves the right, until all of the Units have been sold by Declarant, to use any Units owned by the Declarant as models for display purposes of selling or leasing of Units or for other lawful purposes, and to make any additions, alterations or improvements to unsold Units without Trustees' or other Unit Owners' consent.

7. Use of the Buildings and Common Areas may also be restricted under provisions of the Condominium Trust and the Rules and Regulations promulgated pursuant thereto.

SECTION TEN
RESTRICTIONS ON USE

Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

a. No Unit shall be used for any purpose not specified in SECTION NINE above.

b. The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This Paragraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

c. The Units and common areas and facilities shall be used only for purposes consistent with their design.

d. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any common area and facility or the enjoyment thereof by the owners of other units.

e. No Unit Owner or occupant shall maintain any nuisance on any portion of the premises. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Master Deed, the By-Laws of said Condominium Trust, and Rules and Regulations which may be adopted pursuant thereto or pursuant to Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by

law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this Section except such as occur during his or her Unit ownership.

SECTION ELEVEN
MANAGEMENT AND REGULATORY ORGANIZATION

The organization through which the owners of the Condominium Units will manage and regulate the Condominium established hereby is the CAPTAIN'S COVE CONDOMINIUM TRUST under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. In accordance with Chapter 183A, the Condominium Trust establishes an organization of which all the owners of Units shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled under this Master Deed. The names and addresses of the original and present Trustees (herein referred to as the "Trustees") of the Condominium Trust are as follows:

Paul Ricciardi, 197 Highland Avenue, Quincy, MA

Stephen C. Ricciardi, 75 Palmer Street, Quincy, MA

Paul F. Ricciardi, 75 Palmer Street, Quincy, MA

The Trustees have enacted By-Laws (herein referred to as the "By-Laws") which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original Trustees and to mean the Trustees or Trustee for the time being under the Condominium Trust).

SECTION TWELVE
AMENDMENTS OF MASTER DEED

This Master Deed may be amended by (a) an instrument in writing signed by one or more owners of Units entitled to the required percentage, or more, of the undivided interest in the common areas and facilities of the then declared Units, and signed and acknowledged by a majority of the Trustees of the Condominium Trust, or (b) by an instrument in writing signed by a majority of the Trustees of the Condominium Trust, in which case such instrument shall recite that it has been agreed to in writing by the owners of the required percentage, or more, of the undivided interest in the common areas and facilities of the then declared Units. An amendment shall become effective, however, only when duly recorded with the Norfolk County Registry of Deeds, PROVIDED, HOWEVER, that:

a.1. Subject to the provisions of Chapter 183A, while the Declarant owns Units entitled to at least fifty (50%) percent of the undivided interest in the common areas and facilities of the then declared Units, this Master Deed may be amended by a vote of Unit Owners entitled to at least fifty-one (51%) percent of the undivided interest in the common areas and facilities of the then declared Units, which shall constitute written consent of the Unit Owners and, by the written consent of first mortgage holders representing at least fifty-one (51%) percent of the undivided interest in the common areas and facilities of the then declared Units that are subject to mortgages held by first mortgage holders, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

a.2. Thereafter, and at other times, this Master Deed may be amended, subject to the restrictions of Chapter 183A and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of the Unit owners entitled to at least seventy-five (75%) percent of the undivided interest in the common areas and facilities of the then declared Units and written consent of the first mortgage holders representing at least fifty-one (51%) of the undivided interest in the common areas and facilities of the then declared Units that are subject to mortgages held by first mortgage holders.

Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

b. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date.

c. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered.

d. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed.

e. No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank, insurance company, or other institutional lender shall be of any force or effect unless the same has been assented to by the holder of such mortgage.

f. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

g. No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment.

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

designation, the Trustees may designate any one such owner for such purposes.

HOWEVER, notwithstanding the foregoing, without the consent of any Unit Owner of Phase I or mortgagee or lien holder thereon, the Declarant or their assignees may at any time in or within seven (7) from the date this Master Deed is recorded amend this Master Deed so as to create said Phase II. The Declarant or his successors in interest, upon completion of the construction of the buildings in Phase II, shall incorporate the said Phase II as part of the Condominium created by this Master Deed. Any such amendment shall contain with respect to Phase II the particulars required by Chapter 183A, as amended, and from and after the recording of such amendment, the Condominium created by this Master Deed shall include and incorporate the Units and common areas and facilities included in Phase II. Each of the said Buildings in Phase II shall be substantially of the same design and layout as the Buildings hereinbefore referred to and described and contained in Phase I of the Condominium or other layout architecturally consistent therewith.

The Declarant or their successors in interest shall have the right prior to creating Phase II to change the number, size, layout, location of the Buildings in said Phase II, and percentage interest in the Common Elements of Units in said Phase II; PROVIDED, HOWEVER, that no such change shall alter the effective percentage interest in common areas and

facilities set forth in this Master Deed or any amendment thereto with respect to Units in Phase I. In no event shall the Master Deed be amended by the Declarant or their successors in interest aforesaid so as to provide for more Units in Phase II than are indicated in SECTION THREE hereof. Any amendment shall contain, with respect to Phase II, all of the particulars required by Chapter 183A of the General Laws of Massachusetts. No amendment shall be effective until recorded with the Norfolk Registry of Deeds, whereupon the Units in said Buildings in Phase II shall be Units in this Condominium, and the common areas and facilities of this Condominium shall include said Phase II area and all of the same elements, features and facilities of the buildings and grounds which are described, defined and referred to in the foregoing SECTION FIVE hereof as common areas and facilities.

SECTION THIRTEEN
UNITS SUBJECT TO MASTER DEED, UNIT DEED,
CONDOMINIUM TRUST, ETC.

a. All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (1) this Master Deed, (2) the Unit Deed conveying such Unit, (3) the Condominium Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, (4) the items affecting the title to and the use of the Land as set forth in SECTION TWO hereof, and (5) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (1) the provisions of (a)

this Master Deed, (b) the Unit Deed, if any, conveying such Unit, (c) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (d) the said items affecting title to and use of the Land are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (2) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

b. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, and Chapter 183A shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including, without limitation, by Court action for injunctive relief and/or damages.

SECTION FOURTEEN
FHLMC AND FNMA COMPLIANCE

It is the intention of the Declarant that the Condominium conform to and comply with the Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the

Condominium and its operation and management, notwithstanding anything to the contrary elsewhere in the Condominium

Constituent Documents contained:

A. Definitions. The definitions set forth in Massachusetts General Laws, Chapter 183A, shall be the definitions of the words and terms used herein unless the context otherwise requires. In addition, the following words and terms as used herein shall have the following meanings:

Owners' Association - the organization or entity through which the unit owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires, reference to Owners' Association shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

Condominium Constituent Documents - The Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

Eligible Mortgage Holders - those holders of a first mortgage on a unit who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

Declarant - the person or entity who owns the premises described in this Master Deed being submitted to the provisions of the Condominium Laws.

B. ENMA Provisions

1. Rights and Responsibilities of the Declarant.

Before control of the Condominium has been passed to the Owners' Association, the Declarant shall not directly or indirectly bind the Owners' Association to any professional management contract unless the contract includes a right of termination without cause that the Owners' Association may exercise at any time after the transfer of control without the payment of any penalty or an advance notice of more than 90 days.

To insure that the Owners' Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be established a working capital fund at least equal to 2 months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed from the unit purchaser and then shall be transferred to the Owners' Association for deposit to a segregated fund. Within 60 days after closing has been held for the first unit, the Declarant shall pay each unsold unit's share of the working capital fund to the Owners' Association, and shall be entitled to reimbursement therefor from the unit purchaser of the unsold unit at the time of the closing.

2. Amendments to Documents. The unit owners shall have the right to amend the Condominium Constituent Documents as elsewhere provided. Eligible Mortgage Holders also have the right to join in the decision making about certain amendments to the Condominium Constituent Documents. Except as provided in SECTION TWELVE a.1. hereof, material provisions of the Condominium Constituent Documents may be amended by unit owners representing at least 67% of the total allocated votes in the Owners' Association, unless a higher percentage is elsewhere in the Condominium Constituent Documents or by law required, if approved by Eligible Mortgage Holders representing at least fifty-one (51%) percent of the undivided interest in the common areas and facilities of the then declared Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following shall be considered as material:

voting rights;

assessments, assessment liens, or subordination of assessment liens;

reserves for maintenance, repair and replacement of common areas;

responsibility for maintenance and repairs;

reallocation of interests in the general or limited common areas, or rights to their use;

convertibility of units into common areas or vice versa;

expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

insurance or fidelity bonds;

leasing of units;

imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

a decision by the Owners' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;

restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;

any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the unit owners to terminate the legal status of the Condominium for reasons other than the substantial destruction or condemnation of the Condominium property shall require assent of the Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged units.

If an addition or amendment is not considered as a material change - such as the correction of a technical error or the clarification of a statement - Eligible Mortgage Holder approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

3. Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results either in the common areas encroaching on any unit, or in a unit encroaching on the common areas or another unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for whatever period the encroachment exists.

4. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Condominium Property, the award made for such taking shall be payable to the Owners' Association if such award amounts to \$25,000.00 or less. If the award amounts to more than \$25,000.00, it shall be payable to the Insurance Trustee, if one has been designated, and otherwise to the Owners' Association. Except as hereinafter provided, damage to or destruction of the Condominium Property shall be promptly repaired and restored by the Owners' Association using the proceeds of condemnation for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, if there is substantially total destruction of the property and seventy-five (75%) percent of the Unit Owners vote not to proceed with the repair and restoration of the Condominium, the Association or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The Owner's Association shall be designated to represent the unit owners in any proceedings, negotiations, settlements or agreements with respect thereto, and each unit owner by acceptance of a unit deed shall be deemed to have appointed the Owners' Association as an attorney-in-fact for that purpose.

5. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely written notice of:

any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage;

any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

6. Phasing. In addition to all other requirements established by this Master Deed with respect to the addition of phases, the following shall control with respect thereto:

a. The right of the Declarant to add phases by amendment to the Master Deed shall expire in seven (7) years from the date this Master Deed is recorded.

b. Assessments for common area charges and expenses attributable to each unit, and the right of each unit to exercise its voting rights, shall commence upon recording of the Master Deed with respect to Phase I, and upon recording of the amendment to the Master Deed adding the Phase in which the unit is a part.

c. All improvements intended for future phases shall be substantially completed prior to the addition of the Phase.

d. All future improvements shall be consistent with the initial improvements in terms of quality and construction.

C. FHLMC Provisions:

1. Any "right of first refusal" contained in the Condominium Constituent Documents shall not impair the rights of a first mortgagee to:

- a. Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- c. sell or lease a unit acquired by the mortgagee.

2. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

3. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Owners' Association shall not be entitled to:

- a. by act or omission, seek to abandon or terminate the Condominium;
- b. change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
- c. partition or subdivide any condominium unit;
- d. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed a transfer within the meaning of this clause);
- e. use hazard insurance proceeds for losses to any condominium property (whether to units or to common areas and facilities) for other than the repair, replacement or reconstruction of such condominium property.

4. Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

5. No unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

6. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

7. A first mortgagee, upon request, will be entitled to written notification from the Owners' Association of any default in the performance by the individual unit owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.

8. Any agreement for professional management of the Condominium or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

D. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FFLMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

SECTION FIFTEEN
CONFLICTS

If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

a. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A, and the mandatory provisions of such statute shall prevail over provisions of this Master Deed or the Condominium Trust.

b. In the event of a conflict between any numerical voting requirements for action set forth in Chapter 183A, in the Master Deed, in the By-Laws of the Condominium Trust, or between Chapter 183A, the Master Deed and the By-Laws of the Condominium Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

c. The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

d. In the event of any conflict between this SECTION FIFTEEN and any other provisions of this Master Deed or the Condominium Trust, the provisions of said SECTION FIFTEEN shall control.

SECTION SIXTEEN
WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. A provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

SECTION SEVENTEEN
CAPTIONS

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

SECTION EIGHTEEN
ASSIGNMENT OF RIGHTS OF GRANTOR

Declarant, by deed or by separate assignment, shall be entitled to assign any and all of their rights and reserve rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant. When used herein, the term "Declarant" whether or not so stated, shall include the named Declarant, PAUL RICCIARDI, STEPHEN C. RICCIARDI and PAUL F. RICCIARDI, and/or their successors or assigns in title and/or interest in and to the Phase II area of CAPTAIN'S COVE CONDOMINIUM.

SECTION NINETEEN
PARTIAL INVALIDITY

The invalidity of any provisions of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

WITNESS our hand and seal this 11th day of October, 1985.

Paul Ricciardi, Jr.
Trustee

Paul F. Ricciardi, Jr.
Trustee

Schradle, T.
Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

October 11, 1985

Then personally appeared the above-named PAUL RICCIARDI, STEPHEN C. RICCIARDI and PAUL F. RICCIARDI and acknowledged their execution of the foregoing instrument to be their free act and deed, respectively, as Trustees of the CAPTAIN'S COVE TRUST, before me,

David C. Levin
David C. Levin, Notary Public
My commission expires: 2/7/86

EXHIBIT "A"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM

A certain parcel of land with the buildings thereon, shown as Lot 1 on a plan entitled, "Plan of Land in Quincy, Mass., Scale 40' to an inch, September 11, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy", recorded with Norfolk Deeds, ~~145217~~, more particularly bounded and described as follows:

- SOUTHWESTERLY by River Street, as shown on said plan, forty and 19/100 (40.19) feet;
- NORTHWESTERLY by Lot 3, as shown on said plan, one hundred seven and 02/100 (107.02) feet;
- SOUTHWESTERLY again, by Lot 3, as shown on said plan, eighty-one and 86/100 (81.86) feet;
- NORTHERLY again, by Lot 3, as shown on said plan, forty-nine (49.00) feet;
- NORTHEASTERLY by Lot 3, as shown on said plan, one hundred twenty-nine and 56/100 (129.56) feet;
- NORTHERLY again, by Lot 3, as shown on said plan, one hundred and five and 50/100 (105.50) feet;
- WESTERLY by Lot 3, as shown on said plan, by two (2) lines, seventy-five (75.00) feet and ninety (90.00) feet, respectively;
- NORTHERLY again, by Lot 3, as shown on said plan, two hundred ninety-five and 05/100 (295.05) feet;
- NORTHWESTERLY again by Lot 3, as shown on said plan, one hundred thirty-three and 98/100 (133.98) feet;
- SOUTHWESTERLY again, by Lot 3, as shown on said plan, one hundred sixty (160.00) feet;
- NORTHWESTERLY again, by Lot 3, as shown on said plan, one hundred twenty-three (123.00) feet, more or less;
- NORTHERLY again, by the mean high water line of the Town River, as shown on said plan, two hundred fifty-three (253.00) feet, more or less;
- NORTHEASTERLY again, by the Town River Yacht Club, as shown on said plan, sixty-seven (67.00) feet, more or less;
- SOUTHEASTERLY again, by Lot 2, as shown on said plan, four hundred twenty-five (425.00) feet;

- NORTHEASTERLY again, by Lot 2, as shown on said plan, one hundred four (104.00) feet;
- NORTHWESTERLY again, by Lot 2, as shown on said plan, forty-one and 92/100 (41.92) feet;
- NORTHEASTERLY again, by Lot 2, as shown on said plan, by two (2) lines, two hundred seventy-eight (27.00) feet and thirty-seven and 06/100 (37.06) feet;
- SOUTHEASTERLY again, by Mound Street, as shown on said plan, forty (40.00) feet;
- SOUTHWESTERLY again, by land of Albert K. Wagner, et ux, Brian A. Williams and Judith A. McGovern and John Robertson, Jr., et ux, as shown on said plan, by two (2) lines, one hundred fifty and 46/100 (150.46) feet and sixty-six and 80/100 (66.80) feet;
- SOUTHEASTERLY again, by land now or formerly of John Robertson, Jr., et ux, as shown on said plan, two hundred twenty-nine and 40/100 (229.40) feet;
- SOUTHWESTERLY again, by Shea Street, as shown on said plan, fifteen and 01/100 (15.01) feet;
- NORTHWESTERLY again, by land of James M. Barrie, et ux, as shown on said plan, eighty-six (86.00) feet;
- SOUTHWESTERLY again, by land of James M. Barrie, et ux, as shown on said plan, fifty-four (54.00) feet;
- SOUTHEASTERLY again, by Shea Street, and by land of James M. Barrie, et ux, as shown on said plan, one hundred two and 51/100 (102.51) feet;
- SOUTHWESTERLY again, by Shea Street, as shown on said plan, one hundred three and 30/100 (103.30) feet;
- SOUTHEASTERLY again, by land of George H. MacLean, et ux, and Edwin P. Wheble, as shown on said plan, three hundred ninety-four and 83/100 (394.83) feet;
- SOUTHWESTERLY again, as shown on said plan, by Lot 4, seventy-six and 92/100 (76.92) feet; by Lot 5, sixty-seven and 07/100 (67.07) feet; and by Lot 6, forty-one and 36/100 (41.36) feet;

Containing 234,100 square feet of land, more or less, according to said plan.

THE ABOVE DESCRIBED PREMISES ARE SUBMITTED SUBJECT TO AND WITH THE BENEFIT OF THE FOLLOWING:

1. Rights, easements and rights of way set forth in deed of Henry A. Marr to John W. Christensen dated October 23, 1917, recorded with the Norfolk County Registry of Deeds in Book 1384, Page 530.
2. Rights, easements and rights of way for Benefit of Lot "B" as set forth in deed of Henry A. Marr to Catherine A. Pineau dated December 15, 1917, recorded in Book 1388, Page 161 and in deed of Joseph A. Pineau to Catherine A. Pineau, Trustee, recorded in Book 2831, Page 591.
3. Rights and easements taken by City of Quincy for sewerage system and sewage disposal by instrument dated October 27, 1902, recorded in Book 935, Page 287.
4. Right of way granted by deed of John Curran and Mary F. Curran to Edgar R. Baker dated February 29, 1924, recorded in Book 1726, Page 66 and shown on Plan No. 1161 of 1926.
5. Rights and easement for main sewer and connecting sewers, drains, manholes and underground appurtenances taken by City of Quincy by instrument recorded on May 21, 1936 in Book 2108, Page 403.
6. Notice to prevent easement given by Henry M. Faxon by instrument dated January 31, 1930, recorded in Book 1881, Page 569.
7. Portions of the insured premises lying below the mean high water line and the mean low water line of the Town River are subject to rights of the United States of America to establish harbor, bulkhead or pierhead lines or to change or alter any existing lines and to remove or compel the removal of fill and improvements without compensation of the insured. In addition, the aforesaid premises are subject to the terms and conditions of the following revocable licenses:
 - a. License No. 2384 issued by Commonwealth of Massachusetts Department of Public Works dated July 23, 1941, recorded in Book 2347, Page 16;
 - b. License No. 2452 issued by Commonwealth of Massachusetts Department of Public Works dated January 28, 1942, recorded in Book 2379, Page 42;
 - c. License No. 2473 issued by Commonwealth of Massachusetts Department of Public Works dated April 1, 1942, recorded in Book 2387, Page 229; and
 - d. License No. 216 issued by Commonwealth of Massachusetts Port of Boston Authority dated August 6, 1952, recorded in Book 3108, Page 80.

8. Survey entitled "Plan of land in Quincy, Massachusetts," dated October 26, 1983, by Ernest W. Branch, Inc. discloses 10' wide sewer easement with existing 20" sewer and existing 6" water main running through the insured premises generally in northeasterly and southeasterly directions.
9. Order of Conditions imposed by Quincy Conservation Commission to Ricciardi Co., Inc. dated October 5, 1983, shown as DEQE File No. 59-124.
10. City of Quincy Order No. 178 dated June 30, 1982, regarding rezoning to Planned Unit Development and granting of Special Permit.
11. DECLARANT is the owner of certain real property situated in the City of Quincy, Norfolk County, Massachusetts, set forth and shown as Lots 1, 2, and 3 on the Plan captioned "Plan of Land in Quincy, Mass., Scale 40 feet to an inch, September ,1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy", recorded with the Norfolk Deeds, as Plan No. (hereinafter referred to as the "Subdivision Plan") and as shown as Lots 1, 2, and 3 on the Condominium Site Plan recorded with and incorporated in this Master Deed of the CAPTAIN'S COVE CONDOMINIUM (hereinafter referred to as the Condominium Site Plan).

DECLARANT, as owner of said Lots 1, 2 and 3, for itself, its successors and assigns, declares as follows:

a. DECLARANT does hereby establish, create and reserve for the benefit of said Lot 2, and does hereby give, grant, convey and reserve to each and every individual, or other entity hereafter owning any portion of said Lot 2, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, walks, parking areas and all access ways on said Lot 1, as they now are or may be built or relocated in the future, for all purposes for which roads, driveways, walks, parking areas and access ways are commonly used, including the transportation of construction materials; and to and for access to store construction equipment and materials thereon; and for parking of motor vehicles on designated portions thereof, subject to the provisions of the Master Deed and Declaration of Trust of CAPTAIN'S COVE CONDOMINIUM, including the rights of condominium unit owners to one assigned parking space.

(2) Rights to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time be in or along the roads, driveways, parking areas and walks, or other areas on said Lot 1, as they now are or as they may be built or relocated in the future, together with the Right to reconstruct and/or relocate within the layout of said roads, driveways, parking areas, walks, or other access areas, as the same may be from time to time be built or relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without implied limitation, the restoration of all surface areas to their condition immediately prior to such exercise.

b. DECLARANT does hereby establish, create and reserve for the benefit of said Lot 3, and does hereby give, grant, convey and reserve to each and every individual, or other entity hereafter owning any portion of said Lot 3, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, parking areas, walks and all access ways on said Lots 1 and 2, as they now are or may be built or relocated in the future, for all purposes for which roads, driveways, parking areas, walks and access ways are commonly used, including the transportation of construction materials; and to and for access to store construction equipment and materials thereon; and for parking of motor vehicles on designated portions thereof, subject to the provisions of the Master Deed and Declaration of Trust for CAPTAIN'S COVE CONDOMINIUM, including the rights of condominium unit owners to one assigned parking space.
- (2) Rights to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time be in or along the roads, driveways, walks, parking areas or other areas on said Lots 1 and 2, as they now are or may be built or relocated in the future, together with the Right to reconstruct and/or relocate within the layout of said roads, driveways, parking areas, walks and other access areas, as the same may be from time to time relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without implied limitation, the restoration of all surface areas to their condition immediately prior to such exercise.

c. DECLARANT does hereby establish, create and grant to and for the benefit of said Lots 1 and 2, and does hereby give, grant and convey to each and every individual, or other entity hereafter owning any portion of said Lots 1 and 2, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, walks, parking areas and all access ways on said Lot 3, as they may be built or relocated in the future, for all purposes for which roads, driveways, walks and access ways are commonly used, including parking of motor vehicles on the designated portions thereof on an unassigned basis; and in, to, upon, over and under that portion of said Lot 3 located at the corner of Southern Artery and River Street, shown and designated on the Condominium Site Plan as Landscaped Area, to and for maintaining the Granite Sign identifying CAPTAIN'S COVE CONDOMINIUM now in place on said portion of Lot 3, and/or, in the future, erecting and maintaining a sign identifying CAPTAIN'S COVE CONDOMINIUM, which shall be the same or of similar quality to said Granite Sign, which signs, shall be erected and/or maintained by the owners of said Lots 1 and 2 at their sole expense, and to and for maintaining said portion of Lot 3 and the Landscaped Area thereof, which portion of Lot 3, shall be maintained by the owners of said Lots 1 and 2 at their sole expense.

d. The easements, licenses, rights and privileges established, created and granted herein by this instrument shall be for the benefit of and restricted solely to, the owners from time to time of said Lots 1, 2 and 3, or any parts thereof, their tenants, and the immediate families of such tenants, and their guests, who occupy or use said Lots 1, 2 and 3, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

e. DECLARANT does hereby covenant for itself, its successors and assigns that the owner or owners of said Lots 1, 2 and 3 (and/or any Condominium Board of Trustees, if applicable) shall maintain and repair at their sole expense, those portions of such roads, driveways, walks, parking areas, sewer, water, electric, gas and drainage lines as are situated in their respective Lots, except as otherwise set forth and referred to in Section c. of this Paragraph 11, hereof.

f. The easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the said Premises, their heirs, executors, administrators, successors or assigns.

g. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Board of Trustees of CAPTAIN'S COVE CONDOMINIUM and the owner or owners of said Lots 1, 2 and 3 (and/or any Condominium Board of Trustees, if applicable), and of all mortgagees under any first mortgage covering all or any part of said Lots 1, 2 and 3, by declaration in writing, executed and acknowledged by all said owners and/or Board of Trustees and first mortgagees duly recorded in the Norfolk County Registry of Deeds; this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

h. Any and all easements, licenses, rights and privileges established, created and granted herein by this instrument, only as they apply to and between said Lots 1 and 2, shall merge if and when Lot 2 is included together with Lot 1 in CAPTAIN'S COVE CONDOMINIUM as Phase II or otherwise. All easements, licenses, rights and privileges established, created, and granted herein by this instrument, as they apply to and between Lot 3 and said Lots 1 and 2 shall, however, remain in full force and effect, shall continue to be perpetual, and shall not be affected thereby.

i. The terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the DECLARANT and the respective executors, administrators, legal representatives, successors and assigns of the DECLARANT.

EXHIBIT "B"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM
 100 Cove Way, Quincy, MA 02169

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>APPROX. AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE I</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE II</u>
101	1	1179	4	.97968%	.32656%
102	1	1066	4	.84495%	.28165%
103	1	1070	4	.84495%	.28165%
104	1	1067	4	.84495%	.28165%
105	1	1074	4	.84495%	.28165%
106	1	1066	4	.84495%	.28165%
107	1	1072	4	.84495%	.28165%
108	1	1062	4	.84495%	.28165%
109	1	1070	4	.84495%	.28165%
110	1	1176	4	.97968%	.32656%
101A	1	654	4	.70971%	.23651%
201	2	1175	4	1.00052%	.33351%
202	2	1068	4	.86293%	.28764%
203	2	1068	4	.86293%	.28764%
204	2	1064	4	.86293%	.28764%
205	2	1066	4	.86293%	.28764%
206	2	1071	4	.86293%	.28764%
207	2	1064	4	.86293%	.28764%
208	2	1068	4	.86293%	.28764%
209	2	1064	4	.86293%	.28764%
210	2	1174	4	1.00052%	.33351%

IMMEDIATE COMMON AREA TO WHICH UNITS HAVE ACCESS

Each unit has immediate access to the common areas, hallways and balconies immediately adjacent to such unit, as well as to all walkways, private ways and parking areas which are subject to the rights of all other unit owners to use for foot and/or vehicular traffic as an access way to adjacent areas, Cove Way, and Southern Artery, Quincy, MA.

UNIT NO.	LOCATION OF UNIT BY FLOOR	AREA IN SQ. FT.	NO. OF ROOMS	PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE I	PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE II
301	3	1175	4	1.02136%	.34045%
302	3	1070	4	.88091%	.29364%
303	3	1066	4	.88091%	.29364%
304	3	1063	4	.88091%	.29364%
305	3	1066	4	.88091%	.29364%
306	3	1065	4	.88091%	.29364%
307	3	1071	4	.88091%	.29364%
308	3	1066	4	.88091%	.29364%
309	3	1068	4	.88091%	.29364%
310	3	1170	4	1.02136%	.34045%
401	4	1186	4	1.04221%	.34740%
402	4	1070	4	.89888%	.29963%
403	4	1069	4	.89888%	.29963%
404	4	1070	4	.89888%	.29963%
405	4	1066	4	.89888%	.29963%
406	4	1070	4	.89888%	.29963%
407	4	1074	4	.89888%	.29963%
408	4	1068	4	.89888%	.29963%
409	4	1069	4	.89888%	.29963%
410	4	1178	4	1.04221%	.34740%
501	5	1186	4	1.07347%	.35783%
502	5	1071	4	.92585%	.30862%
503	5	1067	4	.92585%	.30862%
504	5	1065	4	.92585%	.30862%
505	5	1067	4	.92585%	.30862%
506	5	1068	4	.92585%	.30862%
507	5	1071	4	.92585%	.30862%
508	5	1064	4	.92585%	.30862%
509	5	1068	4	.92585%	.30862%
510	5	1180	4	1.07347%	.35783%
601	6	1189	4	1.10474%	.36825%
602	6	1073	4	.95282%	.31761%
603	6	1067	4	.95282%	.31761%
604	6	1068	4	.95282%	.31761%
605	6	1070	4	.95282%	.31761%
606	6	1068	4	.95282%	.31761%
607	6	1072	4	.95282%	.31761%
608	6	1066	4	.95282%	.31761%
609	6	1067	4	.95282%	.31761%
610	6	1185	4	1.10474%	.36825%

UNIT NO.	LOCATION OF UNIT BY FLOOR	AREA IN SQ. FT.	NO. OF ROOMS	PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE I	PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES PHASE II
701	7	1184	4	1.12550%	.37517%
702	7	1076	4	.97079%	.32360%
703	7	1064	4	.97079%	.32360%
704	7	1068	4	.97079%	.32360%
705	7	1066	4	.97079%	.32360%
706	7	1071	4	.97079%	.32360%
707	7	1069	4	.97079%	.32360%
708	7	1067	4	.97079%	.32360%
709	7	1068	4	.97079%	.32360%
710	7	1184	4	1.12550%	.37517%
801	8	1184	4	1.14643%	.38214%
802	8	1075	4	.98877%	.32959%
803	8	1067	4	.98877%	.32959%
804	8	1072	4	.98877%	.32959%
805	8	1069	4	.98877%	.32959%
806	8	1069	4	.98877%	.32959%
807	8	1068	4	.98877%	.32959%
808	8	1068	4	.98877%	.32959%
809	8	1068	4	.98877%	.32959%
810	8	1186	4	1.14643%	.38214%
901	9	1186	4	1.19854%	.39951%
902	9	1073	4	1.03372%	.34457%
903	9	1066	4	1.03372%	.34457%
904	9	1069	4	1.03372%	.34457%
905	9	1068	4	1.03372%	.34457%
906	9	1069	4	1.03372%	.34457%
907	9	1067	4	1.03372%	.34457%
908	9	1071	4	1.03372%	.34457%
909	9	1067	4	1.03372%	.34457%
910	9	1184	4	1.19854%	.39951%
1001	10	1184	4	1.30276%	.43425%
1002	10	1073	4	1.12360%	.37453%
1003	10	1064	4	1.12360%	.37453%
1004	10	1069	4	1.12360%	.37453%
1005	10	1070	4	1.12360%	.37453%
1006	10	3779	7	2.55771%	.85257%
1007	10	1067	4	1.12360%	.37453%
1008	10	1071	4	1.12360%	.37453%
1009	10	1069	4	1.12360%	.37453%
1010	10	1185	4	1.30276%	.43425%

EXHIBIT "C"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM

CONDOMINIUM SITE PLAN: Condominium Site Plan captioned:

"Phase I., Captain's Cove Condominium, Plan of Land in Quincy, Mass., Scale 40 feet to an inch, September 12, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy"

FLOOR PLANS: Condominium Floor Plans, consisting of 11 pages captioned:

"As Built Floor Plans, Captain's Cove Condominium, Quincy, Mass., September 12, 1985, Scale 3/32 " equals 1 foot, John R. Perry, Architect, Ltd., 95 Chapel Street, Norwood, Mass."



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AMENDMENT TO MASTER DEED OF
CAPTAIN'S COVE CONDOMINIUM

Amendment to the Master Deed of the CAPTAIN'S COVE CONDOMINIUM dated October 11, 1985, recorded with the Norfolk Registry of Deeds, Book 6821, Page 1, made this 25th day of October, 1985, by PAUL RICCIADI, STEPHEN C. RICCIARDI, PAUL F. RICCIADI, all of Quincy, Norfolk County, Massachusetts, as they are TRUSTEES of the CAPTAIN'S COVE CONDOMINIUM TRUST, under a Declaration of Trust dated October 11, 1985, and recorded with the Norfolk Registry of Deeds, Book 6821, Page 44, and PAUL RICCIADI, STEPHEN C. RICCIARDI, PAUL F. RICCIADI, all of Quincy, aforesaid, as they are TRUSTEES of the CAPTAIN'S COVE TRUST, the Declarant of said Condominium and Owners of all Units entitled to one hundred percent (100%) of the undivided interest in the common areas and facilities of CAPTAIN'S COVE CONDOMINIUM.

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WHEREAS, PAUL RICCIADI, STEPHEN C. RICCIARDI, PAUL F. RICCIADI, all of Quincy, aforesaid, as TRUSTEES of the CAPTAIN'S COVE TRUST, are the Owners of all Units entitled to one hundred percent (100%) of the undivided interest in the common areas and facilities in CAPTAIN'S COVE CONDOMINIUM, and the Declarant of said Condominium; and

WHEREAS, PAUL RICCIADI, STEPHEN C. RICCIARDI, PAUL F. RICCIADI, all of Quincy, Norfolk County, Massachusetts, are the TRUSTEES of the CAPTAIN'S COVE CONDOMINIUM TRUST, under a Declaration of Trust, aforesaid; and

WHEREAS, SECTION TWELVE of the said Master Deed permits said Master Deed to be amended as set forth herein by an instrument in writing (a) signed by the owners of all Units entitled to one hundred percent (100%) of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the TRUSTEES of the CAPTAIN'S COVE CONDOMINIUM TRUST, and (c) duly recorded with the Registry of Deeds; and

WHEREAS, the undersigned have decided to make this amendment to said Master Deed for the purpose of amending certain of the provisions thereof as set forth herein.

NOW, THEREFORE, the Master Deed of CAPTAIN'S COVE CONDOMINIUM is hereby amended as follows:

EXHIBIT "A"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM

EXHIBIT "A" to the MASTER DEED of CAPTAIN'S COVE CONDOMINIUM is hereby deleted in its entirety and substituted therefor is the EXHIBIT "A" as set forth on Schedule "A" hereto incorporated herein by this reference.

IN WITNESS WHEREOF, the said PAUL RICCIADI, STEPHEN C. RICCIARDI, PAUL F. RICCIADI, all of Quincy, Norfolk County, Massachusetts, as TRUSTEES of the CAPTAIN'S COVE TRUST, Owner, and as TRUSTEES of the CAPTAIN'S COVE CONDOMINIUM TRUST, set their hands and seals on this 25th day of October, 1985.

CAPTAIN'S COVE CONDOMINIUM TRUST

by: *Paul Ricciardi*
PAUL RICCIARDI Trustee

by: *Stephen C. Ricciardi*
STEPHEN C. RICCIARDI Trustee

by: *Paul F. Ricciardi*
PAUL F. RICCIARDI Trustee

CAPTAIN'S COVE TRUST

by: *Paul Ricciardi*
PAUL RICCIARDI Trustee

by: *Stephen C. Ricciardi*
STEPHEN C. RICCIARDI Trustee

by: *Paul F. Ricciardi*
PAUL F. RICCIARDI Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

October 25, 1985

Then personally appeared the afore-named PAUL RICCIARDI,
STEPHEN C. RICCIARDI, and PAUL F. RICCIARDI, and acknowledged
the foregoing to be their free acts and deeds, before me.

Henry S. Levin
Henry S. Levin, Notary Public

My commission expires: 10/14/88

SCHEDULE "A"

EXHIBIT "A"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM

A certain parcel of land with the buildings thereon, shown as Lot 1 on a plan entitled, "Plan of Land in Quincy, Mass., Scale 40' to an inch, September 11, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy", recorded with Norfolk Deeds, herewith, more particularly bounded and described as follows:

- SOUTHWESTERLY by River Street, as shown on said plan, forty and 19/100 (40.19) feet;
- NORTHWESTERLY by Lot 3, as shown on said plan, one hundred seven and 02/100 (107.02) feet;
- SOUTHWESTERLY again, by Lot 3, as shown on said plan, eighty-one and 86/100 (81.86) feet;
- NORTHERLY again, by Lot 3, as shown on said plan, forty-nine (49.00) feet;
- NORTHEASTERLY by Lot 3, as shown on said plan, one hundred twenty-nine and 56/100 (129.56) feet;
- NORTHERLY again, by Lot 3, as shown on said plan, one hundred and five and 50/100 (105.50) feet;
- WESTERLY by Lot 3, as shown on said plan, by two (2) lines, seventy-five (75.00) feet and ninety (90.00) feet, respectively;
- NORTHERLY again, by Lot 3, as shown on said plan, two hundred ninety-five and 05/100 (295.05) feet;
- NORTHWESTERLY again by Lot 3, as shown on said plan, one hundred thirty-three and 98/100 (133.98) feet;
- SOUTHWESTERLY again, by Lot 3, as shown on said plan, one hundred sixty (160.00) feet;
- NORTHWESTERLY again, by Lot 3, as shown on said plan, one hundred twenty-three (123.00) feet, more or less;
- NORTHERLY again, by the mean high water line of the Town River, as shown on said plan, two hundred fifty-three (253.00) feet, more or less;
- NORTHEASTERLY again, by the Town River Yacht Club, as shown on said plan, sixty-seven (67.00) feet, more or less;
- SOUTHEASTERLY again, by Lot 2, as shown on said plan, four hundred twenty-five (425.00) feet;

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- NORTHEASTERLY again, by Lot 2, as shown on said plan, one hundred four (104.00) feet;
- NORTHWESTERLY again, by Lot 2, as shown on said plan, forty-one and 92/100 (41.92) feet;
- NORTHEASTERLY again, by Lot 2, as shown on said plan, by two (2) lines, two hundred seventy-eight (27.00) feet and thirty-seven and 06/100 (37.06) feet;
- SOUTHEASTERLY again, by Mound Street, as shown on said plan, forty (40.00) feet;
- SOUTHWESTERLY again, by land of Albert K. Wagner, et ux, Brian A. Williams and Judith A. McGovern and John Robertson, Jr., et ux, as shown on said plan, by two (2) lines, one hundred fifty and 46/100 (150.46) feet and sixty-six and 80/100 (66.80) feet;
- SOUTHEASTERLY again, by land now or formerly of John Robertson, Jr., et ux, as shown on said plan, two hundred twenty-nine and 40/100 (229.40) feet;
- SOUTHWESTERLY again, by Shea Street, as shown on said plan, fifteen and 01/100 (15.01) feet;
- NORTHWESTERLY again, by land of James M. Barrie, et ux, as shown on said plan, eighty-six (86.00) feet;
- SOUTHWESTERLY again, by land of James M. Barrie, et ux, as shown on said plan, Fifty-four (54.00) feet;
- SOUTHEASTERLY again, by Shea Street, and by land of James M. Barrie, et ux, as shown on said plan, one hundred two and 51/100 (102.51) feet;
- SOUTHWESTERLY again, by Shea Street, as shown on said plan, one hundred three and 30/100 (103.30) feet;
- SOUTHEASTERLY again, by land of George H. MacLean, et ux, and Edwin P. Wheble, as shown on said plan, three hundred ninety-four and 83/100 (394.83) feet;
- SOUTHWESTERLY again, as shown on said plan, by Lot 4, seventy-six and 92/100 (76.92) feet; by Lot 5, sixty-seven and 07/100 (67.07) feet; and by Lot 6, forty-one and 36/100 (41.36) feet;
- Containing 234,100 square feet of land, more or less, according to said plan.

The aforementioned Lot 1 is made up, in part, of two (2) separate registered parcels of land described as follows:

Parcel A.

Lot 1 on Plan of Land in Quincy, Massachusetts, scale 40 feet to 1 inch, October 10, 1985, Ernest W. Branch, Civil Engineers, Inc., shown on Land Court Plan #6845C, being more particularly described as follows:

- SOUTHWESTERLY: By Lot 3 as shown on said Plan, One hundred thirty and 72/100 (130.72) feet;
- NORTHWESTERLY: By Lot 3, as shown on said Plan, Forty-nine (49.00) feet;
- NORTHEASTERLY: By said Lot 3, as shown on said Plan, One hundred twenty-nine and 56/100 (129.56) feet;
- SOUTHEASTERLY: By land of Captain's Cove Trust, as shown on said Plan, Sixty-seven and 58/100 (67.58) feet;

Said Lot 1 contains 7,556 square feet.

Parcel B.

Lot 2 on Plan of Land in Quincy, Massachusetts, scale 40 feet to 1 inch, October 10, 1985, Ernest W. Branch, Civil Engineers, Inc., shown on Land Court Plan #6845C, being more particularly described as follows:

- SOUTHWESTERLY: By Lot 3, as shown on said Plan, Fifty-seven and 15/100 (57.15) feet;
- WESTERLY: By said Lot 3, as shown on said Plan, Ninety (90) feet;
- NORTHERLY: by Lot 3, as shown on said Plan, One Hundred Ten and 42/100 (110.42) feet;
- EASTERLY: By land of Captain's Cove Trust, as shown on said Plan, Sixty-one and 83/100 (61.83) feet;
- SOUTHEASTERLY: By land of Captain's Cove Trust, as shown on said Plan, One hundred thirty-five and 22/100 (135.22) feet.

Said Lot 2 containing 12,188 square feet.

THE ABOVE DESCRIBED PREMISES ARE SUBMITTED SUBJECT TO AND WITH THE BENEFIT OF THE FOLLOWING:

1. Rights, easements and rights of way set forth in deed of Henry A. Marr to John W. Christensen dated October 23, 1917, recorded with the Norfolk County Registry of Deeds in Book 1384, Page 530.
2. Rights, easements and rights of way for Benefit of Lot "B" as set forth in deed of Henry A. Marr to Catherine A. Pineau dated December 15, 1917, recorded in Book 1388, Page 161 and in deed of Joseph A. Pineau to Catherine A. Pineau, Trustee, recorded in Book 2831, Page 591.
3. Rights and easements taken by City of Quincy for sewerage system and sewage disposal by instrument dated October 27, 1902, recorded in Book 935, Page 287.
4. Right of way granted by deed of John Curran and Mary F. Curran to Edgar R. Baker dated February 29, 1924, recorded in Book 1726, Page 66 and shown on Plan No. 1161 of 1925.
5. Rights and easement for main sewer and connecting sewers, drains, manholes and underground appurtenances taken by City of Quincy by instrument recorded on May 21, 1936 in Book 2108, Page 403.
6. Notice to prevent easement given by Henry M. Faxon by instrument dated January 31, 1930, recorded in Book 1881, Page 569.
7. Portions of the insured premises lying below the mean high water line and the mean low water line of the Town River are subject to rights of the United States of America to establish harbor, bulkhead or pierhead lines or to change or alter any existing lines and to remove or compel the removal of fill and improvements without compensation of the insured. In addition, the aforesaid premises are subject to the terms and conditions of the following revocable licenses:
 - a. License No. 2384 issued by Commonwealth of Massachusetts Department of Public Works dated July 23, 1941, recorded in Book 2347, Page 16;
 - b. License No. 2452 issued by Commonwealth of Massachusetts Department of Public Works dated January 28, 1942, recorded in Book 2379, Page 42;
 - c. License No. 2473 issued by Commonwealth of Massachusetts Department of Public Works dated April 1, 1942, recorded in Book 2387, Page 229; and
 - d. License No. 216 issued by Commonwealth of Massachusetts Port of Boston Authority dated August 6, 1952, recorded in Book 3108, Page 80.

8. Survey entitled "Plan of land in Quincy, Massachusetts," dated October 26, 1983, by Ernest W. Branch, Inc. discloses 10' wide sewer easement with existing 20" sewer and existing 6" water main running through the insured premises generally in northeasterly and southeasterly directions, being the sewer rights under a taking by the City of Quincy, dated October 27, 1902, duly recorded in Book 935, page 287.
9. Order of Conditions imposed by Quincy Conservation Commission to Ricciardi Co., Inc. dated October 5, 1983, shown as DEQE File No. 59-124.
10. City of Quincy Order No. 178 dated June 30, 1982, regarding rezoning to Planned Unit Development and granting of Special Permit.
11. DECLARANT is the owner of certain real property situated in the City of Quincy, Norfolk County, Massachusetts, set forth and shown as Lots 1, 2, and 3 on the Plan captioned "Plan of Land in Quincy, Mass., Scale 40 feet to an inch, September 11, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy", recorded with the Norfolk Deeds, herewith, (hereinafter referred to as the "Subdivision Plan") and as shown as Lots 1, 2, and 3 on the Condominium Site Plan recorded with and incorporated in this Master Deed of the CAPTAIN'S COVE CONDOMINIUM (hereinafter referred to as the "Condominium Site Plan").

DECLARANT, as owner of said Lots 1, 2 and 3, for itself, its successors and assigns, declares as follows:

a. DECLARANT does hereby establish, create and reserve for the benefit of said Lot 2, and does hereby give, grant, convey and reserve to each and every individual, or other entity hereafter owning any portion of said Lot 2, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, walks, parking areas and all access ways on said Lot 1, as they now are or may be built or relocated in the future, for all purposes for which roads, driveways, walks, parking areas and access ways are commonly used, including the transportation of construction materials; and to and for access to store construction equipment and materials thereon; and for parking of motor vehicles on designated portions thereof, subject to the provisions of the Master Deed and Declaration of Trust of CAPTAIN'S COVE CONDOMINIUM, including the rights of condominium unit owners to one assigned parking space.

(2) Rights to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time be in or along the roads, driveways, parking areas and walks, or other areas on said Lot 1, as they now are or as they may be built or relocated in the future, together with the Right to reconstruct and/or relocate within the layout of said roads, driveways, parking areas, walks, or other access areas, as the same may be from time to time be built or relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without implied limitation, the restoration of all surface areas to their condition immediately prior to such exercise.

b. DECLARANT does hereby establish, create and reserve for the benefit of said Lot 3, and does hereby give, grant, convey and reserve to each and every individual, or other entity hereafter owning any portion of said Lot 3, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, parking areas, walks and all access ways on said Lots 1 and 2, as they now are or may be built or relocated in the future, for all purposes for which roads, driveways, parking areas, walks and access ways are commonly used, including the transportation of construction materials; and to and for access to store construction equipment and materials thereon; and for parking of motor vehicles on designated portions thereof, subject to the provisions of the Master Deed and Declaration of Trust for CAPTAIN'S COVE CONDOMINIUM, including the rights of condominium unit owners to one assigned parking space.
- (2) Rights to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time be in or along the roads, driveways, walks, parking areas or other areas on said Lots 1 and 2, as they now are or may be built or relocated in the future, together with the Right to reconstruct and/or relocate within the layout of said roads, driveways, parking areas, walks and other access areas, as the same may be from time to time relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without implied limitation, the restoration of all surface areas to their condition immediately prior to such exercise.

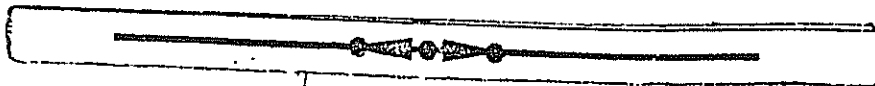
c. DECLARANT does hereby establish, create and grant to and for the benefit of said Lots 1 and 2, and does hereby give, grant and convey to each and every individual, or other entity hereafter owning any portion of said Lots 1 and 2, the following easements, licenses, rights and privileges:

- (1) Easement to and for and Right of Way for ingress, egress, and access by vehicle or on foot, in, to, upon, over and under the roads, driveways, walks, parking areas and all access ways on said Lot 3, as they may be built or relocated in the future, for all purposes for which roads, driveways, walks and access ways are commonly used, including parking of motor vehicles on the designated portions thereof on an unassigned basis; and in, to, upon, over and under that portion of said Lot 3 located at the corner of Southern Artery and River Street, shown and designated on the Condominium Site Plan as Landscaped Area, to and for maintaining the Granite Sign identifying CAPTAIN'S COVE CONDOMINIUM now in place on said portion of Lot 3, and/or, in the future, erecting and maintaining a sign identifying CAPTAIN'S COVE CONDOMINIUM, which shall be the same or of similar quality to said Granite Sign, which signs shall be erected and/or maintained by the owners of said Lots 1 and 2 at their sole expense, and to and for maintaining said portion of Lot 3 and the Landscaped Area thereof, which portion of Lot 3 shall be maintained by the owners of said Lots 1 and 2 at their sole expense.

d. The easements, licenses, rights and privileges established, created and granted herein by this instrument shall be for the benefit of and restricted solely to, the owners from time to time of said Lots 1, 2 and 3, or any parts thereof, their tenants, and the immediate families of such tenants, and their guests, who occupy or use said Lots 1, 2 and 3, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

e. DECLARANT does hereby covenant for itself, its successors and assigns that the owner or owners of said Lots 1, 2 and 3 (and/or any Condominium Board of Trustees, if applicable) shall maintain and repair at their sole expense, those portions of such roads, driveways, walks, parking areas, sewer, water, electric, gas and drainage lines as are situated in their respective Lots, except as otherwise set forth and referred to in Section c. of this Paragraph 11, hereof.

- f. The easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the said Premises, their heirs, executors, administrators, successors or assigns.
- g. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Board of Trustees of CAPTAIN'S COVE CONDOMINIUM and the owner or owners of said Lots 1, 2 and 3 (and/or any Condominium Board of Trustees, if applicable), and of all mortgagees under any first mortgage covering all or any part of said Lots 1, 2 and 3, by declaration in writing, executed and acknowledged by all said owners and/or Board of Trustees and first mortgagees duly recorded in the Norfolk County Registry of Deeds; this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part.
- h. Any and all easements, licences, rights and privileges established, created and granted herein by this instrument, only as they apply to and between said Lots 1 and 2, shall merge if and when Lot 2 is included together with Lot 1 in CAPTAIN'S COVE CONDOMINIUM as Phase II or otherwise. All easements, licences, rights and privileges established, created, and granted herein by this instrument, as they apply to and between Lot 3 and said Lots 1 and 2 shall, however, remain in full force and effect, shall continue to be perpetual, and shall not be affected thereby.
- i. The terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the DECLARANT and the respective executors, administrators, legal representatives, successors and assigns of the DECLARANT.
12. Any and all public rights legally existing in and over the insured premises below mean high water mark.



125782

SECOND AMENDMENT
OF MASTER DEED
CAPTAIN'S COVE CONDOMINIUM
(PHASE II)

34.00
PL 25.00
PL 160.

2

Reference is hereby made to the Master Deed of CAPTAIN'S COVE CONDOMINIUM dated October 11, 1985 and recorded at the Norfolk County Registry of Deeds in Book 6821, Page 1 (hereinafter the "Master Deed") wherein the Declarants, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, Trustees of the CAPTAIN'S COVE TRUST under a Declaration of Trust dated June 18, 1984 recorded in Norfolk Registry of Deeds in Book 6454 at Page 557 all of Quincy, Norfolk County, Massachusetts (hereinafter collectively referred to as the "Declarant") by duly executing and recording the Master Deed submitted the premises located in Quincy, Massachusetts to the provisions of Chapter 183A of the Massachusetts General Laws for the purpose of creating a Condominium named CAPTAIN'S COVE CONDOMINIUM.

The purpose of this Second Amendment of the Master Deed is to add and include Phase II of CAPTAIN'S COVE CONDOMINIUM, the Units therein and other matters relative thereto to CAPTAIN'S COVE CONDOMINIUM. With the additional units included hereby, there are three hundred and three (303) Units in CAPTAIN'S COVE CONDOMINIUM.

The undersigned, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as they are the Declarant herein and pursuant to the Master Deed, acting pursuant to SECTIONS THREE AND TWELVE of the Master Deed, hereby amend the Master Deed as follows:

REFER TO PLAN NO. 1579-186 PL. BOOK 384
REFER TO PLAN NO. 250-186 PL. BOOK 384

UNIT 301 186 23

1. SECTION TWO, DESCRIPTION OF LAND - is amended by adding thereto the land together with buildings thereon, located at Cove Way, Quincy, Norfolk County, Massachusetts as set forth and being more particularly bounded and described on Exhibit "A-1" attached to this Second Amendment and incorporated herein by this reference and incorporated hereby in the Master Deed.
2. Exhibit "B" attached to the Master Deed is hereby amended by substituting therefor Exhibit "B-1" attached to this Second Amendment and incorporated herein by this reference and incorporated hereby in the Master Deed.
3. All references to the Site Plan contained in the Master Deed shall hereafter refer to the site plan recorded with this Second Amendment of the Master Deed. The Condominium Site Plan is as listed on Exhibit "C-1" attached hereto and incorporated herein.
4. The Floor Plans for Phase II, Building 2, recorded with this Second Amendment of the Master Deed shall be in addition to the Plans for Phase I, Building 1, previously recorded with the Master Deed and are incorporated hereby in the Master Deed. The additional Floor Plans are as listed on Exhibit "C-1" attached hereto and incorporated herein.

This Second Amendment of the Master Deed shall take effect on the day that it is recorded. Except as set forth above, the Master Deed shall remain in full force and effect.

IN WITNESS WHEREOF, on this 28th day of October, 1986, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as the Declarant, has executed and sealed this instrument of Amendment to the Master Deed of Captain's Cove Condominium.

CAPTAIN'S COVE CONDOMINIUM

by Paul Ricciardi
Paul Ricciardi, Trustee

by Stephen C. Ricciardi
Stephen C. Ricciardi, Trustee

by Paul F. Ricciardi
Paul F. Ricciardi, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

October 28, 1986

Then personally appeared the above named Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, Trustees and acknowledged the foregoing instrument to be their free acts and deed, before me,

David C. Levin
David C. Levin, Notary Public
My commission expires: 1/22/93

EXHIBIT "B - 1"
MASTER DEED
CAPTAIN'S COVE CONDOMINIUM
 100 Cove Way, Quincy, MA 02169

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>APPROX. AREA IN SQ.FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
101	1	1179	4	.32656 percent
102	1	1066	4	.28165 percent
103	1	1070	4	.28165 percent
104	1	1067	4	.28165 percent
105	1	1074	4	.28165 percent
106	1	1066	4	.28165 percent
107	1	1072	4	.28165 percent
108	1	1062	4	.28165 percent
109	1	1070	4	.28165 percent
110	1	1176	4	.32656 percent
101A	1	654	4	.23651 percent
201	2	1175	4	.33351 percent
202	2	1068	4	.28764 percent
203	2	1068	4	.28764 percent
204	2	1064	4	.28764 percent
205	2	1066	4	.28764 percent
206	2	1071	4	.28764 percent
207	2	1064	4	.28764 percent
208	2	1068	4	.28764 percent
209	2	1064	4	.28764 percent
210	2	1174	4	.33351 percent

IMMEDIATE COMMON AREA TO WHICH UNITS HAVE ACCESS

Each unit has immediate access to the common areas, hallways and balconies immediately adjacent to such unit, as well as to all walkways, private ways and parking areas which are subject to the rights of all other unit owners to use for foot and/or vehicular traffic as an access way to adjacent areas, Cove Way, and Southern Artery, Quincy, MA.

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
301	3	1175	4	.34045 percent
302	3	1070	4	.29364 percent
303	3	1066	4	.29364 percent
304	3	1063	4	.29364 percent
305	3	1066	4	.29364 percent
306	3	1065	4	.29364 percent
307	3	1071	4	.29364 percent
308	3	1066	4	.29364 percent
309	3	1068	4	.29364 percent
310	3	1170	4	.34045 percent
401	4	1186	4	.34740 percent
402	4	1070	4	.29963 percent
403	4	1069	4	.29963 percent
404	4	1070	4	.29963 percent
405	4	1066	4	.29963 percent
406	4	1070	4	.29963 percent
407	4	1074	4	.29963 percent
408	4	1068	4	.29963 percent
409	4	1069	4	.29963 percent
410	4	1178	4	.34740 percent
501	5	1186	4	.35783 percent
502	5	1071	4	.30862 percent
503	5	1067	4	.30862 percent
504	5	1065	4	.30862 percent
505	5	1067	4	.30862 percent
506	5	1068	4	.30862 percent
507	5	1071	4	.30862 percent
508	5	1064	4	.30862 percent
509	5	1068	4	.30862 percent
510	5	1180	4	.35783 percent
601	6	1189	4	.36825 percent
602	6	1073	4	.31761 percent
603	6	1067	4	.31761 percent
604	6	1068	4	.31761 percent
605	6	1070	4	.31761 percent
606	6	1068	4	.31761 percent
607	6	1072	4	.31761 percent
608	6	1066	4	.31761 percent
609	6	1067	4	.31761 percent
610	6	1185	4	.36825 percent

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
701	7	1184	4	.37517 percent
702	7	1076	4	.32360 percent
703	7	1064	4	.32360 percent
704	7	1068	4	.32360 percent
705	7	1066	4	.32360 percent
706	7	1071	4	.32360 percent
707	7	1069	4	.32360 percent
708	7	1067	4	.32360 percent
709	7	1068	4	.32360 percent
710	7	1184	4	.37517 percent
801	8	1184	4	.38214 percent
802	8	1075	4	.32959 percent
803	8	1067	4	.32959 percent
804	8	1072	4	.32959 percent
805	8	1069	4	.32959 percent
806	8	1069	4	.32959 percent
807	8	1068	4	.32959 percent
808	8	1068	4	.32959 percent
809	8	1068	4	.32959 percent
810	8	1186	4	.38214 percent
901	9	1186	4	.39951 percent
902	9	1073	4	.34457 percent
903	9	1066	4	.34457 percent
904	9	1069	4	.34457 percent
905	9	1068	4	.34457 percent
906	9	1069	4	.34457 percent
907	9	1067	4	.34457 percent
908	9	1071	4	.34457 percent
909	9	1067	4	.34457 percent
910	9	1184	4	.39951 percent
1001	10	1184	4	.43425 percent
1002	10	1073	4	.37453 percent
1003	10	1064	4	.37453 percent
1004	10	1069	4	.37453 percent
1005	10	1070	4	.37453 percent
1006	10	3779	7	.85257 percent
1007	10	1067	4	.37453 percent
1008	10	1071	4	.37453 percent
1009	10	1069	4	.37453 percent
1010	10	1185	4	.43425 percent

CAPTAIN'S COVE CONDOMINIUM
200 Cove Way, Quincy, MA 02169

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
101-II	1	771.00	3	.23473 percent
102-II	1	1057.74	4	.30101 percent
103-II	1	1972.26	4	.30101 percent
104-II	1	1058.26	4	.30101 percent
105-II	1	1063.25	4	.30101 percent
106-II	1	773.32	3	.21816 percent
107-II	1	1067.49	4	.30101 percent
108-II	1	1057.39	4	.30101 percent
109-II	1	1055.59	4	.30101 percent
110-II	1	1062.21	4	.30101 percent
111-II	1	1061.87	4	.30101 percent
112-II	1	776.92	3	.23749 percent
113-II	1	775.96	3	.24016 percent
114-II	1	1051.43	4	.28720 percent
115-II	1	1058.15	4	.28720 percent
116-II	1	1043.16	4	.28720 percent
117-II	1	1069.43	4	.28720 percent
118-II	1	1055.22	4	.28720 percent
119-II	1	1063.48	4	.28720 percent
120-II	1	775.90	3	.23749 percent

IMMEDIATE COMMON AREA TO WHICH UNITS HAVE ACCESS

Each unit has immediate access to the common areas, hallways and balconies immediately adjacent to such unit, as well as to all walkways, private ways and parking areas which are subject to the rights of all other unit owners to use for foot and/or vehicular traffic as an access way to adjacent areas, Cove Way, and Southern Artery, Quincy, MA.

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
201-II	2	775.96	3	.24302 percent
202-II	2	1056.94	4	.30929 percent
203-II	2	1072.31	4	.30929 percent
204-II	2	1057.25	4	.30929 percent
205-II	2	1062.35	4	.30929 percent
206-II	2	1054.95	4	.30929 percent
207-II	2	1066.30	4	.30929 percent
208-II	2	1056.98	4	.30929 percent
209-II	2	1054.95	4	.30929 percent
210-II	2	1063.54	4	.30929 percent
211-II	2	1060.92	4	.30929 percent
212-II	2	776.92	3	.25130 percent
213-II	2	778.89	3	.24302 percent
214-II	2	1050.87	4	.29549 percent
215-II	2	1057.72	1	.29549 percent
216A-II	2	700.16	3	.23618 percent
216-II	2	1046.79	4	.29549 percent
217A-II	2	700.16	3	.23618 percent
217-II	2	1068.73	4	.29549 percent
218-II	2	1055.21	4	.29549 percent
219-II	2	1063.19	4	.29549 percent
220-II	2	774.46	3	.24025 percent
301-II	3	776.88	3	.25130 percent
302-II	3	1057.28	4	.31482 percent
303-II	3	1071.81	4	.31482 percent
304-II	3	1058.72	4	.31482 percent
305-II	3	1062.21	4	.31482 percent
306-II	3	1054.60	4	.31482 percent
307-II	3	1067.18	4	.31482 percent
308-II	3	1056.68	4	.31482 percent
309-II	3	1055.47	4	.31482 percent
310-II	3	1055.05	4	.31482 percent
311-II	3	1060.87	4	.31482 percent
312-II	3	776.28	3	.25682 percent
313-II	3	774.17	3	.25130 percent
314-II	3	1059.69	4	.30101 percent
315-II	3	1057.99	4	.30101 percent
316-II	3	1047.20	4	.30101 percent
317-II	3	1069.22	4	.30101 percent
318-II	3	1055.16	4	.30101 percent
319-II	3	1063.30	4	.30101 percent
320-II	3	775.21	3	.24573 percent

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
401-II	4	778.03	3	
402-II	4	1056.07	4	.25406 percent
403-II	4	1072.33	4	.32586 percent
404-II	4	1058.18	4	.32586 percent
405-II	4	1062.21	4	.32586 percent
406-II	4	1054.66	4	.32586 percent
407-II	4	1032.79	4	.32586 percent
408-II	4	1057.17	4	.32586 percent
409-II	4	1055.23	4	.32586 percent
410-II	4	1061.85	4	.32586 percent
411-II	4	1060.91	4	.32586 percent
412-II	4	776.83	3	.26511 percent
413-II	4	775.79	3	.25959 percent
414-II	4	1051.02	4	.31205 percent
415-II	4	1054.35	4	.31205 percent
416-II	4	1047.37	4	.31205 percent
417-II	4	1068.74	4	.31205 percent
418-II	4	1055.45	4	.31205 percent
419-II	4	1063.45	4	.31205 percent
420-II	4	775.19	3	.24854 percent
501-II	5	778.58	3	.25959 percent
502-II	5	1057.47	4	.33415 percent
503-II	5	1072.37	4	.33415 percent
504-II	5	1058.18	4	.33415 percent
505-II	5	1062.90	4	.33415 percent
506-II	5	1054.95	4	.33415 percent
507-II	5	1067.16	4	.33415 percent
508-II	5	1057.48	4	.33415 percent
509-II	5	1055.33	4	.33415 percent
510-II	5	1062.19	4	.33415 percent
511-II	5	1061.20	4	.33415 percent
512-II	5	778.16	3	.27063 percent
513-II	5	775.90	3	.26511 percent
514-II	5	1051.46	4	.32034 percent
515-II	5	1058.91	4	.32034 percent
516-II	5	1082.09	4	.32034 percent
517-II	5	1068.88	4	.32034 percent
518-II	5	1054.96	4	.32034 percent
519-II	5	1063.48	4	.32034 percent
520-II	5	775.47	3	.25406 percent

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
601-II	6	775.74	3	.27063 percent
602-II	6	1054.49	4	.34243 percent
603-II	6	1072.66	4	.34243 percent
604-II	6	1057.24	4	.34243 percent
605-II	6	1056.00	4	.34243 percent
606-II	6	1066.68	4	.34243 percent
607-II	6	1067.49	4	.34243 percent
608-II	6	1057.26	4	.34243 percent
609-II	6	1055.21	4	.34243 percent
610-II	6	1061.96	4	.34243 percent
611-II	6	1061.44	4	.34243 percent
612-II	6	776.20	3	.28168 percent
613-II	6	776.22	3	.27339 percent
614-II	6	1051.34	4	.33139 percent
615-II	6	1058.17	4	.33139 percent
616-II	6	1047.36	4	.33139 percent
617-II	6	1069.25	4	.33139 percent
618-II	6	1055.43	4	.33139 percent
619-II	6	1064.41	4	.33139 percent
620-II	6	775.29	3	.26511 percent
701-II	7	775.08	3	.27892 percent
702-II	7	1057.46	4	.35348 percent
703-II	7	1072.96	4	.35348 percent
704-II	7	1056.85	4	.35348 percent
705-II	7	1062.78	4	.35348 percent
706-II	7	1054.97	4	.35348 percent
707-II	7	1067.81	4	.35348 percent
708-II	7	1057.55	4	.35348 percent
709-II	7	1054.79	4	.35348 percent
710-II	7	1061.92	4	.35348 percent
711-II	7	1061.40	4	.35348 percent
712-II	7	776.33	3	.28996 percent
713-II	7	776.31	3	.28444 percent
714-II	7	1050.69	4	.34243 percent
715-II	7	1058.75	4	.34243 percent
716-II	7	1040.14	4	.34243 percent
717-II	7	1068.80	4	.34243 percent
718-II	7	1055.98	4	.34243 percent
719-II	7	1063.78	4	.34243 percent
720-II	7	775.71	3	.27339 percent

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ.FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
801-II	8	773.96	3	.29272 percent
802-II	8	1057.12	4	.38662 percent
803-II	8	1072.85	4	.28662 percent
804-II	8	1057.50	4	.38662 percent
805-II	8	1062.83	4	.38662 percent
806-II	8	1054.68	4	.38662 percent
807-II	8	1067.83	4	.38662 percent
808-II	8	1057.22	4	.38662 percent
809-II	8	1055.74	4	.38662 percent
810-II	8	1062.37	4	.38662 percent
811-II	8	1060.91	4	.38662 percent
812-II	8	776.34	3	.30101 percent
813-II	8	775.58	3	.29825 percent
814-II	8	1050.90	4	.34796 percent
815-II	8	1058.68	4	.34796 percent
816-II	8	1047.26	4	.34796 percent
817-II	8	1068.91	4	.34796 percent
818-II	8	1055.47	4	.34796 percent
819-II	8	1064.74	4	.34796 percent
820-II	8	775.48	3	.28720 percent
901-II	9	777.16	3	.30377 percent
902-II	9	1057.17	4	.41423 percent
903-II	9	1072.92	4	.41423 percent
904-II	9	1054.61	4	.41423 percent
905-II	9	1062.37	4	.41423 percent
906-II	9	1055.92	4	.41423 percent
907-II	9	1067.03	4	.41423 percent
908-II	9	1056.98	4	.41423 percent
909-II	9	1054.99	4	.42804 percent
910-II	9	1062.26	4	.42804 percent
911-II	9	1061.16	4	.42804 percent
912-II	9	774.25	3	.31205 percent
913-II	9	775.60	3	.31205 percent
914-II	9	1050.70	4	.37833 percent
915-II	9	1058.37	4	.37833 percent
916-II	9	1046.92	4	.37833 percent
917-II	9	1069.31	4	.37833 percent
918-II	9	1055.18	4	.37833 percent
919-II	9	1066.22	4	.37833 percent
920-II	9	775.53	3	.29825 percent

<u>UNIT NO.</u>	<u>LOCATION OF UNIT BY FLOOR</u>	<u>AREA IN SQ. FT.</u>	<u>NO. OF ROOMS</u>	<u>PROPORTIONATE INTEREST IN UNIT IN COMMON AREA AND FACILITIES</u>
1001-II	10	772.77	3	.32586 percent
1002-II	10	1057.01	4	.44185 percent
1003-II	10	1072.94	4	.44185 percent
1004-II	10	1057.18	4	.44185 percent
1005-II	10	1062.63	4	.44185 percent
1006-II	10	1055.72	4	.44185 percent
1007-II	10	1067.28 &	4 &	.44185 percent
		Storage area	Storage area	
1008-II	10	1057.94	4	.44185 percent
1009-II	10	1055.72	4	.45566 percent
1010-II	10	1062.26	4	.45566 percent
1011-II	10	1061.32	4	.45566 percent
1012-II	10	777.00	3	.33691 percent
1013-II	10	775.68	3	.32862 percent
1014-II	10	1050.97	4	.41976 percent
1015-II	10	1058.65	4	.41976 percent
1016-II	10	1046.83	4	.41976 percent
1017-II	10	1069.25	4	.41976 percent
1018-II	10	1055.46	4	.41976 percent
1019-II	10	1067.64	4	.41976 percent
1020-II	10	775.87	4	.31758 percent

EXHIBIT "C-1"

MASTER DEED
CAPTAIN'S COVE CONDOMINIUM

CONDOMINIUM SITE PLAN: Condominium Site Plan captioned:

"As Built Site Plan, Lot 1 & Lot 2, Captain's Cove Condominium, Plan of Land in Quincy, Mass., Scale 40 feet to an inch, October 23, 1986, Ernest W. Branch Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy"

FLOOR PLANS: Condominium Floor Plans, consisting of 10 pages captioned:

"As Built Floor Plan, Captain's Cove Condominium - Building II, 200 Cove Way, Quincy, Massachusetts, July 10, 1986, John R. Perry Architect, Ltd. Registered Architect, 95 Chapel Street, Norwood, Massachusetts"

14.00

AMENDMENT TO
SECOND AMENDMENT
OF MASTER DEED
CAPTAIN'S COVE CONDOMINIUM
(PHASE II)

Reference is hereby made to the Master Deed of CAPTAIN'S COVE CONDOMINIUM dated October 11, 1985 and recorded at the Norfolk County Registry of Deeds in Book 6821, Page 1 (hereinafter the "Master Deed") wherein the Declarants, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, Trustees of the CAPTAIN'S COVE TRUST under a Declaration of Trust dated June 18, 1984 recorded in Norfolk Registry of Deeds in Book 6454 at Page 557 all of Quincy, Norfolk County, Massachusetts (hereinafter collectively referred to as the "Declarant") by duly executing and recording the Master Deed submitted the premises located in Quincy, Massachusetts to the provisions of Chapter 183A of the Massachusetts General Laws for the purpose of creating a Condominium named CAPTAIN'S COVE CONDOMINIUM.

Reference is hereby made to the SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM, (PHASE II), dated October 28, 1986 and recorded on October 28, 1986 with Norfolk Deeds as Instrument #125782.

The purpose of this AMENDMENT TO SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM, is to add to the SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM, Exhibit "A-1" thereof which was not attached thereto at the time of recording. Said Exhibit "A-1" is attached hereto and incorporated herein by this reference.

RECORDED
1986 OCT 31 11 25 AM

The undersigned, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as they are the Declarant herein and pursuant to the Master Deed, acting pursuant to SECTIONS THREE AND TWELVE of the Master Deed, hereby amend the SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM by adding thereto Exhibit "A-1" attached hereto and incorporated herein and incorporate same hereby in the said SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM.

IN WITNESS WHEREOF, on this 30th day of October, 1986, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as the Declarant, has executed and sealed this instrument of AMENDMENT TO SECOND AMENDMENT OF MASTER DEED, CAPTAIN'S COVE CONDOMINIUM.

CAPTAIN'S COVE CONDOMINIUM

by Paul Ricciardi, Trustee
Paul Ricciardi, Trustee

by Stephen C. Ricciardi, Trustee
Stephen C. Ricciardi, Trustee

by Paul F. Ricciardi, Trustee
Paul F. Ricciardi, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

October 30, 1986

Then personally appeared the above named Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, Trustees and acknowledged the foregoing instrument to be their free acts and deed, before me,

David C. Levin
David C. Levin, Notary Public
My commission expires: 1/22/93

EXHIBIT "A-1"
SECOND AMENDMENT
OF MASTER DEED
CAPTAIN'S COVE CONDOMINIUM
(PHASE II).

A certain parcel of land with the buildings thereon, shown as Lot 2 on a plan entitled, "Plan of Land in Quincy, Mass., Scale 40' to an inch, September 11, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 1245 Hancock St., Quincy", recorded with Norfolk Deeds as Plan # 1360 of 1985, Book 328, as more particularly bounded and described as follows:

SOUTHEASTERLY by Mound Street, as shown on said Plan, Three Hundred Eighty and 00/100 (380.00) feet;

NORTHEASTERLY by land now or formerly of Town River Yacht Club, as shown on said Plan, Three Hundred Ninety Eight and 00/100 (398.00) feet;

NORTHWESTERLY by Lot 1, as shown on said Plan, Four Hundred Twenty-five and 00/100 (425.00) feet;

SOUTHWESTERLY by Lot 1, as shown on said Plan, One Hundred Four and 00/100 (104.00) feet;

SOUTHERLY by Lot 1, as shown on said Plan, Forty-one and 92/100 (41.92) feet;

SOUTHWESTERLY by Lot 1 by two courses, as shown on said Plan, Two Hundred Seventy-eight and 00/100 (278.00) feet and Thirty-seven and 06/100 (37.06) feet;

Said Lot 2 containing 162.300 square feet, as shown on said Plan.

THE ABOVE DESCRIBED PREMISES ARE SUBMITTED SUBJECT TO AND WITH THE BENEFIT OF THE FOLLOWING:

1. Rights, easements and rights of way set forth in deed of Henry A. Marr to John W. Christensen dated October 23, 1917, recorded with the Norfolk County Registry of Deeds in Book 1384, Page 530.
2. Rights, easements and rights of way for Benefit of Lot "B" as set forth in deed of Henry A. Marr to Catherine A. Pineau dated December 15, 1917, recorded in Book 1388, Page 161 and in deed of Joseph A. Pineau to Catherine A. Pineau, Trustee, recorded in Book 2831, Page 591.
3. Rights and easements taken by City of Quincy for sewerage system and sewage disposal by instrument dated October 27, 1902, recorded in Book 935, Page 287.
4. Right of way granted by deed of John Curran and Mary F. Curran to Edgar R. Baker dated February 29, 1924, recorded in Book 1726, Page 66 and shown on Plan No. 1161 of 1926.
5. Rights and easement for main sewer and connecting sewers, drains, manholes and underground appurtenances taken by City of Quincy by instrument recorded on May 21, 1936 in Book 2108, Page 403.
6. Notice to prevent easement given by Henry M. Faxon by instrument dated January 31, 1930, recorded in Book 1881, Page 569.
7. Portions of the insured premises lying below the mean high water line and the mean low water line of the Town River are subject to rights of the United States of America to establish harbor, bulkhead or pierhead lines or to change or alter any existing lines and to remove or compel the removal of fill and improvements without compensation of the insured. In addition, the aforesaid premises are subject to the terms and conditions of the following revocable licenses:
 - a. License No. 2384 issued by Commonwealth of Massachusetts Department of Public Works dated July 23, 1941, recorded in Book 2347, Page 16;
 - b. License No. 2452 issued by Commonwealth of Massachusetts Department of Public Works dated January 28, 1942, recorded in Book 2379, Page 42;
 - c. License No. 2473 issued by Commonwealth of Massachusetts Department of Public Works dated April 1, 1942, recorded in Book 2387, Page 229; and
 - d. License No. 216 issued by Commonwealth of Massachusetts Port of Boston Authority dated August 6, 1952, recorded in Book 3108, Page 80.

8. Survey entitled "Plan of land in Quincy, Massachusetts," dated October 26, 1983, by Ernest W. Branch, Inc. discloses 10' wide sewer easement with existing 20" sewer and existing 6" water main running through the insured premises generally in northeasterly and southeasterly directions, being the sewer rights under a taking by the City of Quincy, dated October 27, 1902, duly recorded in Book 935, page 287.
9. Order of Conditions imposed by Quincy Conservation Commission to Ricciardi Co., Inc. dated October 5, 1983, shown as DEQE File No. 59-124.
10. City of Quincy Order No. 178 dated June 30, 1982, regarding rezoning to Planned Unit Development and granting of Special Permit.
11. Rights, easements and rights of way set forth in Paragraph 11 of Exhibit "A" to the Master Deed of CAPTAIN'S COVE CONDOMINIUM dated October 11, 1985, recorded with Norfolk Deeds Book 6821, Page 1, and in the Declaration Of Easements dated October 11, 1985, recorded with Norfolk Deeds as Instrument # 78500.
12. Rights, easements and rights of way set forth in the Second Amendment to the Master Deed dated October 7, 1986, and in the Declaration Of Easements dated October 7, 1986, and recorded with Norfolk Deeds with the Second Amendment to the Master Deed.
13. Rights, easements and rights of way set forth in and granted to Massachusetts Electric by instrument recorded in Norfolk Deeds.
14. Any and all public rights legally existing in and over the insured premises below mean high water mark.
15. Declarant is the owner of certain real property situated in the City of Quincy, Norfolk County, Massachusetts, set forth and shown as Lot 2 and 3 on the Plan captioned "Plan of Land in Quincy, Mass., Scale 40 feet to an inch, September 11, 1985, Ernest W. Branch, Inc., Civil Engineers, Munroe Building, 155 Hancock St., Quincy", recorded with the Norfolk Deeds, as Plan No. 1360 of 1985, Book 328, (hereinafter referred to as the "Subdivision Plan") recorded with Norfolk Deeds, Book 6821, Page 1. Said Lot 3 includes, in part, certain real property described in Norfolk Registry of the Land Court on Certificate of Title Number 1056.

Reference is hereby made to the Master Deed of CAPTAIN'S COVE CONDOMINIUM dated October 11, 1985 and recorded at the Norfolk County Registry of Deeds in Book 6821, Page 1 (hereinafter the "Master Deed") wherein the DECLARANT herein, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as Trustees of the CAPTAIN'S COVE TRUST, by duly executing and recording the Master Deed submitted certain real property situated in the City of Quincy, Norfolk County, Massachusetts, set forth and shown as Lot 1 on the Subdivision Plan to the provisions of Chapter 183A of the Massachusetts General Laws for the purpose of creating a Condominium named CAPTAIN'S COVE CONDOMINIUM.

The undersigned, Paul Ricciardi, Stephen C. Ricciardi and Paul F. Ricciardi, as Trustees of Captain's Cove Trust, owners of Lots 2 and 3 and as they are the Declarant referred to in said Master Deed, acting pursuant to SECTION THREE of the Master Deed, hereby declare as follows:

a. DECLARANT does hereby establish, create and grant to and for the benefit of said Lots 1, 2 and 3, and does hereby give, grant and convey to each and every individual, or other entity hereafter owning any portion of said Lots 1, 2 and 3; and does hereby establish, create and reserve to and for the benefit of said Lots 1, 2 and 3, and does hereby give, grant and reserve to each and every individual, or other entity hereafter owning any portion of said Lots 1, 2 and 3 (all hereinafter separately and/or cumulatively referred to as the "Owner" and/or "Owners", respectively); the following common easements, licenses, rights and privileges:

(1) TENNIS COURT.

Easement to and for and Right of Way for ingress, egress, and access by or on foot, in, to, upon, over and under that portion of said Lot 3 located at the boundary between said Lots 1 and 3 shown and designated on the Condominium Site Plan as the Tennis Court, to use for the purpose of said Tennis Court now in place on said portion of Lot 3 and for the repair and maintenance of said Tennis Court. Said Tennis Court shall remain the same size, dimension and quality, and shall be maintained by the Owners of said Lots 1 and 2 at their sole expense.

(2) BATH/STORAGE FACILITY.

(a) A common BATH/STORAGE FACILITY upon the above described Lots 1, 2 and 3 for the benefit of the Owners of each of the Lots.

(b) The common BATH/STORAGE FACILITY is as shown on the Site Plan referred to in the Master Deed to CAPTAIN'S COVE CONDOMINIUM and is located on Lots 1 and 3 as shown on the Subdivision Plan (hereinafter referred to as the BATH/STORAGE FACILITY).

(c) The Owners shall have the right of ingress to and egress from the Lots of the other Owners described above for the purpose of maintaining, repairing, and keeping the BATH/STORAGE FACILITY in usable condition at all times.

(d) Easement to and for, and right of way for ingress, egress, and access in, to, and upon, over and under the BATH/STORAGE FACILITY located on each Lot for the purposes of repair and maintenance of said BATH/STORAGE FACILITY.

(e) The Owners of Lots 1, 2 and 3 shall share the costs and expenses of maintaining the BATH/STORAGE FACILITY in good repair.

(f) The Owners of Lots 1 and 2, their successors or assigns, and the Owners of Lot 3, their successors or assigns, shall equally share the costs and expenses of said repair and maintenance of the BATH/STORAGE FACILITY.

(g) The repairs and maintenance to be undertaken and performed shall include all repairs and maintenance of any type or nature. Any repairs or maintenance (other than general day to day maintenance), deemed necessary or advisable, shall not be undertaken except with the express written consent of each of the Owners or their agents or representatives which shall be an assumption by the Owner of each Lot of the Owner's proportionate share of financial liability for the cost of such repairs or maintenance.

(h) Any Owner furnishing the maintenance and repairs to the other parties hereto shall submit written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses.

(i) Any liability of the Owners for personal injury hereunder, or to any workmen employed to make repairs hereunder, or to third persons, as well as any liability of the parties for damage to the property of any such workmen, or of any third person, as a result of or arising out of repairs and maintenance hereunder, shall be borne, as between the parties, in the same percentages as they bear the costs and expenses of such repairs and maintenance.

(j) Each of the Owners shall indemnify the other against all liability for injury or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken by the other for said BATH/STORAGE facility.

b. The easements, licenses, rights and privileges established, created, granted and reserved herein by this instrument shall be for the benefit of and restricted solely to, the Owners from time to time of said Lots 1, 2 and 3, or any parts thereof, their tenants, and the immediate families of such tenants, and their guests, who occupy or use said Lots 1, 2 and 3, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

c. The easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. This Declaration shall create privity of contract and/or estate with and among all grantees of all or any part of the said Premises, their heirs, executors, administrators, successors or assigns.

d. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Board of Trustees of CAPTAIN'S COVE CONDOMINIUM and the Owner or Owners of said Lots 1, 2 and 3 (and/or any Condominium Board of Trustees, if applicable), and of all mortgagees under any first mortgage covering all or any part of said Lots 1, 2 and 3, by declaration in writing, executed and acknowledged by all said owners and/or Board of Trustees and first mortgagees duly recorded in the Norfolk County Registry of Deeds; this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

e. Any and all easements, licenses, rights and privileges established, created, granted and reserved herein by this instrument, only as they apply to and between said Lots 1 and 2, shall merge when Lot 2 is included together with Lot 1 in CAPTAIN'S COVE CONDOMINIUM as Phase II or otherwise. All easements, licenses, rights and privileges established, created, granted and reserved herein by this instrument, as they apply to and between Lot 3 and said Lots 1 and 2 shall, however, remain in full force and effect, shall continue to be perpetual, and shall not be affected thereby.

f. The terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the DECLARANT, CAPTAIN'S COVE CONDOMINIUM and the Owner or Owners of said Lots 1, 2 and 3 and their respective executors, administrators, legal representatives, successors and assigns.



The Commonwealth of Massachusetts

No. 1341



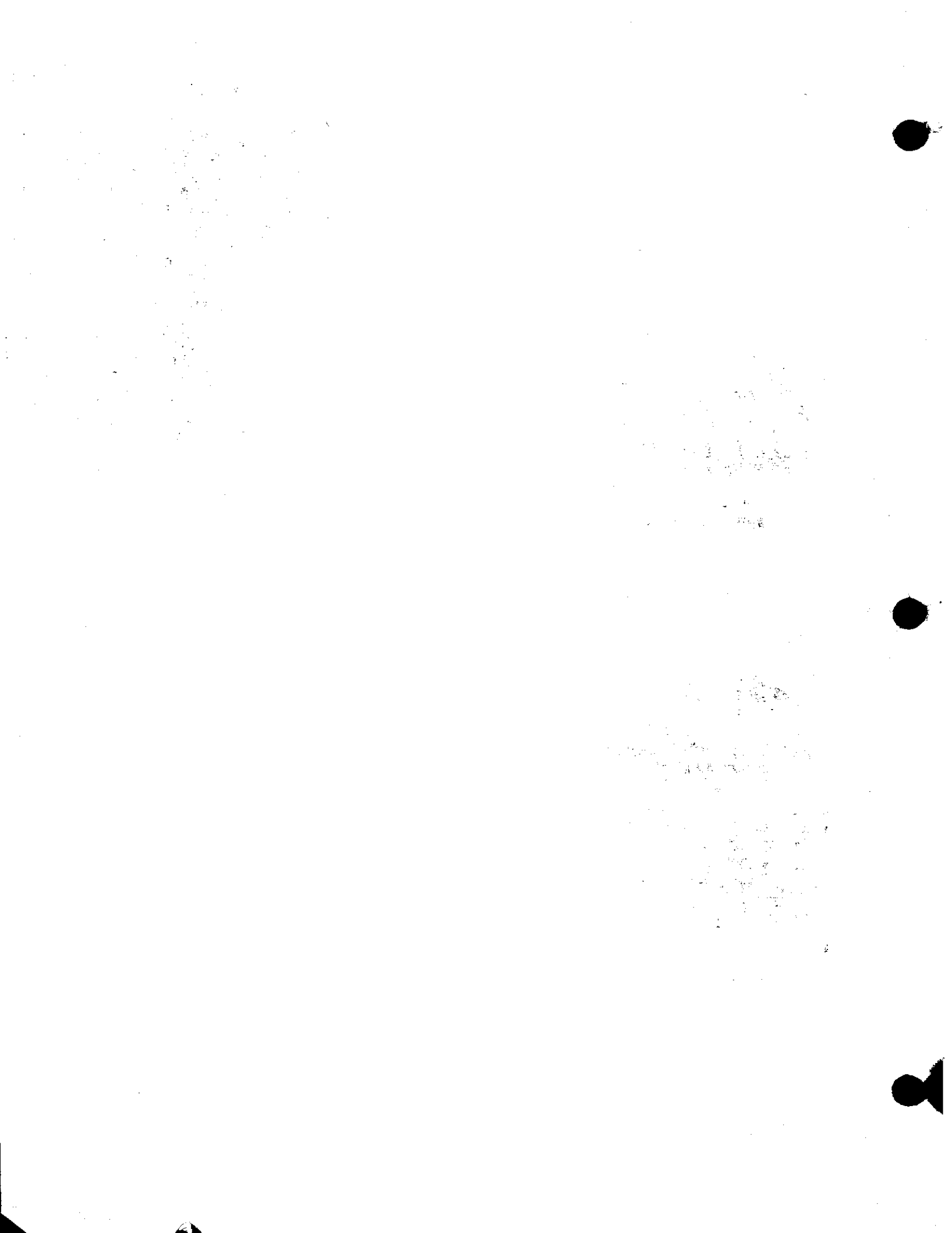
Whereas, Stephen Ricciardi

of Quincy, in the County of Norfolk and Commonwealth aforesaid, has applied to the Department of Environmental Quality Engineering for license to construct and maintain pile-held floating walkways, finger floats and ramp;

and has submitted plans of the same; and whereas due notice of said application, and of the time and place fixed for a hearing thereon, has been given, as required by law, to the Mayor and City Council of the City of Quincy;

Now said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said

Stephen Ricciardi, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to construct and maintain pile-held floating walkways, finger floats and ramp in and over the waters of the Town River in the City of Quincy in conformance with the locations shown and details indicated on the accompanying D.E.Q.E. License Plan No. 1341 (2 sheets).



Pile-held floating walkways and finger floats shall be constructed and maintained as follows:

A 5 foot wide, pile-held main floating walkway beginning at the south-westerly corner of the licensee's property, adjacent to the westerly side of and existing pier previously authorized by D.P.W. License No. 2473, and extending in a northwesterly direction for a distance of approximately 440 feet shall be placed and maintained in the location shown on Sheet 1 of 2 of the license plans. Thirteen (13) 20 by 4 foot finger floats shall be placed and maintained along the easterly side of the aforesaid main walkway in the locations shown and details indicated on Sheets 1 and 2 of 2.

A 5 foot wide, pile-held main floating walkway beginning at the north-westerly corner of the existing pier and extending in a northeasterly direction for a distance of approximately 480 feet shall be placed and maintained in the location shown and details indicated on Sheet 1 of 2. A 5 foot wide by 72 foot long return floating walkway shall be placed and maintained along the northeasterly side of the existing pier and shall connect the upland with said floating main walkway authorized herein. Fourteen (14) 30 by 4 foot finger floats shall be placed and maintained along the northerly side of the 480 foot long main walkway in the locations shown on Sheet 1 of 2.

A 5 foot wide, pile-held main floating walking beginning at the middle of the westerly side of the existing pier and extending in a northwesterly direction for a distance of approximately 420 feet shall be placed and maintained in the location shown on Sheet 1 of 2. Fifteen (15) 4 by 20 foot pile-held finger floats shall be placed and maintained along the westerly side of the 420 foot long main walkway. Three (3) 4 by 20 foot pile-held finger floats shall be placed and maintained at the northwesterly end on the easterly side of the 420 foot long walkway.

A 5 foot wide, pile-held main floating walkway beginning at the inward most easterly side of the 420 foot walkway and extending in a northeasterly direction for a distance of approximately 280 feet shall be placed and maintained in the location shown on Sheet 1 of 2. Eleven (11) 4 by 20 foot pile-held finger floats shall be placed and maintained along the southeasterly and northwesterly sides of the 280 foot main walkway.

A 5 foot wide, pile-held main floating walkway beginning at the middle of the easterly side of the 420 foot walkway and extending in a northeasterly direction for a distance of approximately 300 feet shall be placed and maintained in the locations shown on Sheet 1 of 2. Twelve (12) 4 by 20 foot pile-held finger floats shall be placed and maintained along the southeasterly side of the 300 foot walkway in the locations shown on Sheet 1 of 2. Four (4) 4 by 20 foot pile-held finger floats shall be placed and maintained along the northwesterly side of the 300 foot walkway in the locations shown on

Duplicate of said plan, numbered 1341 is on file in the office of said Department, and original of said plan accompanies this License, and is to be referred to as a part hereof.

The amount of tide-water displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said Stephen Ricciardi

sheet 1 of 2.

A 5 foot wide, pile-held main floating walkway beginning at the northern end of the 420 foot walkway and extending in a northeasterly direction for a distance of approximately 180 feet shall be placed and maintained in the location shown on Sheet 1 of 2. Five, (5) 4 by 20 foot pile-held walkways shall be placed and maintained along the northwesterly side of the 180 foot walkway in the locations shown on Sheet 1 of 2. Two (2) 4 by 20 foot pile held finger floats shall be placed and maintained along the northeasterly side of the 180 foot walkway in the locations shown on Sheet 1 of 2.

There shall be no fueling facilities for boats at the marina facility.

The licensee shall construct and maintain a sewage pump-out facility for boats at the site in accordance with the terms and conditions stated in the Order of Conditions issued to said Licensee by the City of Quincy Conservation Commission on September 5, 1984.

The licensee shall not allow launching, retrieving or repair of boats at the site.

The licensee shall install adequate on-shore sanitary (restroom) facilities at the site to be used for non-resident boat owners when their boat is at berth and the slip rental agreement shall state that head flushing in the harbor from berthed vessels is illegal and punishable.

All work authorized herein shall be performed in strict accordance with the Order of Conditions issued to said Licensee by the City of Quincy Conservation Commission on September 5, 1984.

The structures authorized herein are limited to the following use: to provide commercial marina recreational boat berthing facilities.

Please see Page 4 for additional conditions to this license.

Nothing in this license shall be construed as authorizing encroachment on or over property not owned or controlled by the licensee, except with the consent of the owner or owners thereof.

Acceptance of this license shall constitute an agreement by the licensee, to conform to all terms and conditions herein stated.

This license is granted subject to all applicable Federal, State, County and Municipal Laws, ordinances and regulations.

This license is granted upon the express condition that use by boats or otherwise of the structures hereby licensed shall involve no discharge of sewage or other polluting matter into the adjacent tidewaters, except in strict conformity with the requirements of the local and State health departments and the Division of Water Pollution Control.

This license is granted upon the further express condition that any other authorizations necessitated due to the provisions hereof shall be secured prior to the commencement of any work under this license.

This license is granted upon the further express condition that the authorization contained herein may be modified or may be revoked in whole or in part in the event of the licensee, its successors and assigns, failing to comply with said authorization or any provisions of the license or failing to maintain all authorized structures and installations in good condition, to the satisfaction of the Department of Environmental Quality Engineering or its successors. This condition permitting modification or revocation of the license shall also apply in the event of the failure of the licensee, its successors and assigns, to secure approval under all other applicable laws, ordinances or regulations or failure to adhere to the conditions of such approvals upon receipt of such failure provided by an agency having jurisdiction. Revocation or modification of this license as provided herein shall be without liability to the Commonwealth or claim for compensation by the licensee, its successors and assigns.

~~This license is granted upon the further express condition that the licensee, its successors and assigns, shall upon request in writing by the Department of Environmental Quality Engineering or its successors, change the location of said _____ lower it to such depth, or raise it to such height, as said Department may prescribe or remove it entirely from said waters, and said licensee, by accepting this license shall be deemed to consent and agree to the condition herein set forth, and in case of any refusal or neglect on the part of the licensee, its successors and assigns, to comply with this condition, then this license shall be wholly void and the Commonwealth, by its proper officers, may proceed to remove or to cause the removal of said _____ at the expense of said licensee, its successors and assigns, as an unauthorized and unlawful structure in said waters.~~

Any change in use or substantial alteration of a licensed structure shall require the issuance by the Department of a new license in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized change in use or structural alteration shall render the license void. Licenses granted by the Department pursuant to this chapter shall be revocable by the Department for noncompliance with the conditions set forth therein.

by paying into the treasury of the Commonwealth Two Dollars and No Cents (\$2.00) for each cubic yard so displaced, being the amount hereby assessed by said Department. (41 cubic yards).

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plans are recorded within ~~one year~~ ^{60 days} from the date hereof, in the Registry of Deeds for the District of the County of Norfolk

In Witness Whereof, said Department of Environmental Quality Engineering have hereunto set their hands this Twenty-Sixth day of November in the year nineteen hundred and Eighty-Five

Commissioner _____
Chief Engineer Charles J. Natale
Division Director Gary A. Clayton

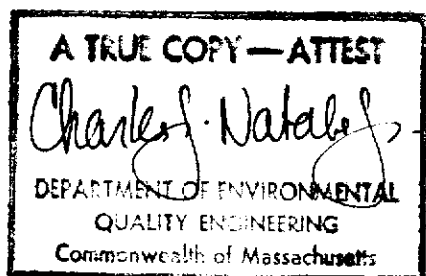
Department of
Environmental Quality
Engineering

THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by the said Stephen Ricciardi of the further sum of Thirty-Three Thousand Eight Hundred and Forty Six Dollars and No Cents (\$33,846.00). the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in land of the Commonwealth. (16,923 square feet).

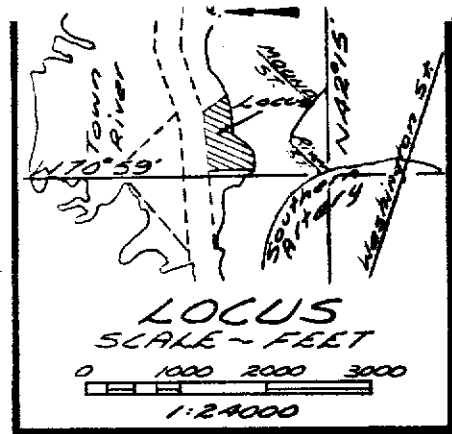
Approved by the Governor.

BOSTON, _____
[Signature]
Governor

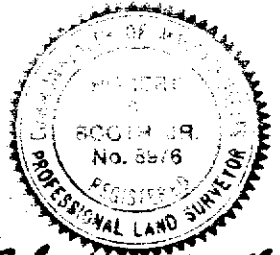


N. [North Arrow]

Town River
Yacht Club
Map and St.
Quincy, Mass.



Notes:
Soundings show depth below plane of M.L.W.
No fuel facility is planned.
No fill or dredging is required.
Timber Pile = 0



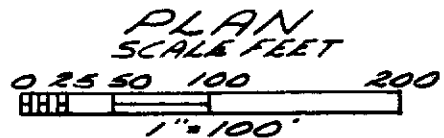
Robert J. Conroy

TOWN RIVER



150 feet to Quincy Oil Dock

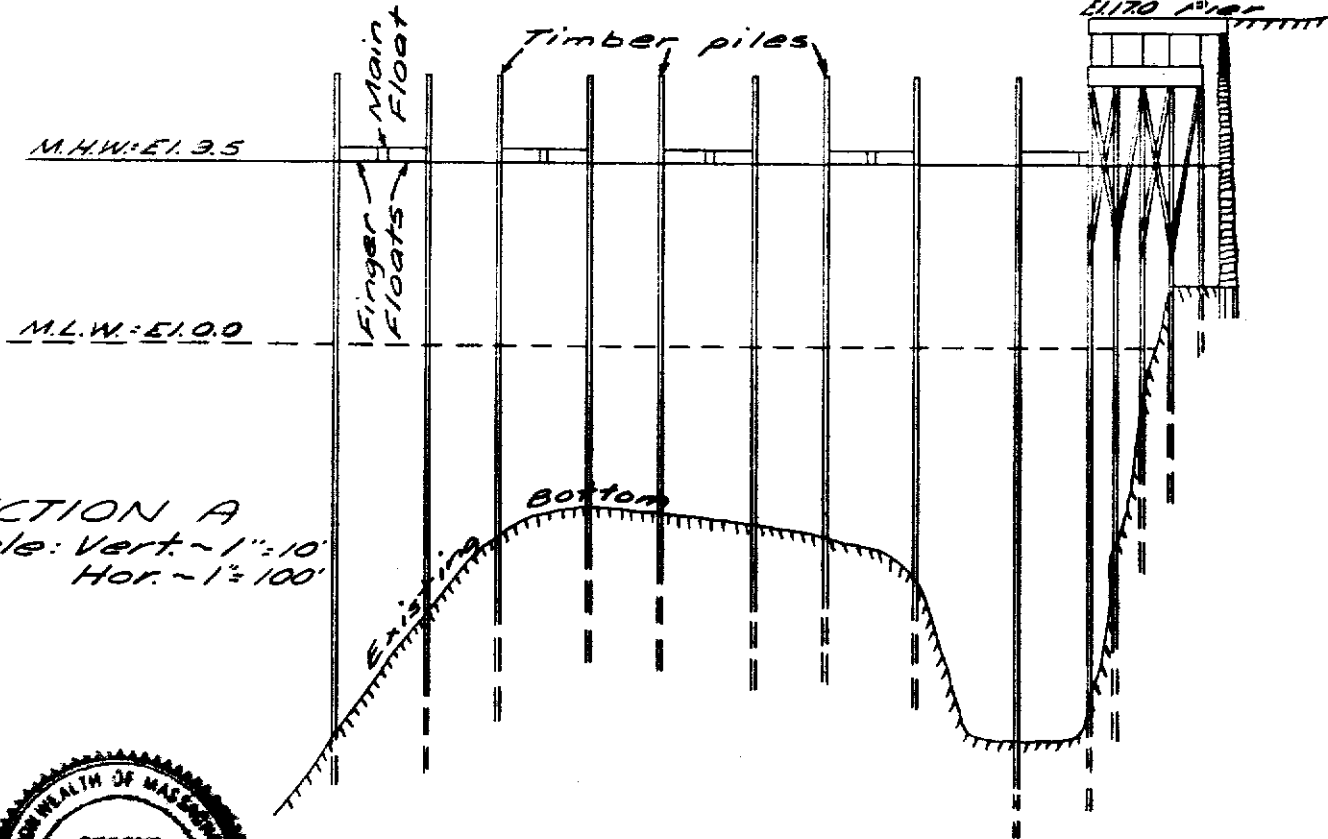
Quincy Oil Co.
728 Southern Artery
Quincy, Mass.



Sheet 1 of 2 Sheets

PLAN ACCOMPANYING PETITION OF
STEPHEN C. RICCIARDI, TRUSTEE OF
CAPTAIN'S COVE TRUST
TO CONSTRUCT AND MAINTAIN
PILES AND FLOATS IN
TOWN RIVER
QUINCY, MASS.
NOV. 19, 1984
ERNEST W. BRANCH INC. CIVIL ENGINEERS

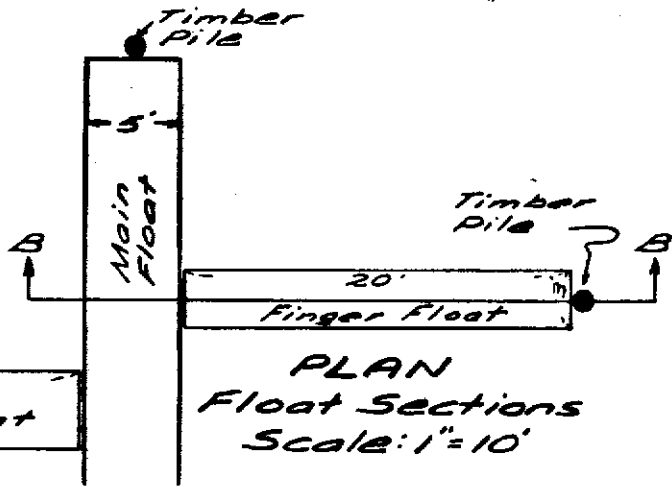
LICENSE PLAN NO. 1341
Approved by Department of Environmental Quality Engineering
of Massachusetts
[Signature]
[Signature]
COMMISSIONER
CHIEF ENGINEER
DIVISION DIRECTOR



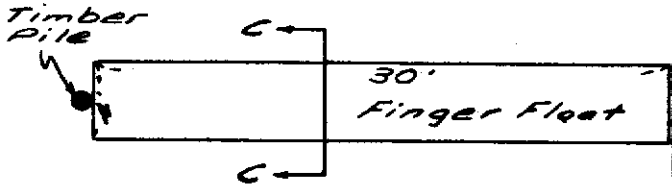
SECTION A
 Scale: Vert. ~ 1" = 10'
 Hor. ~ 1" = 100'



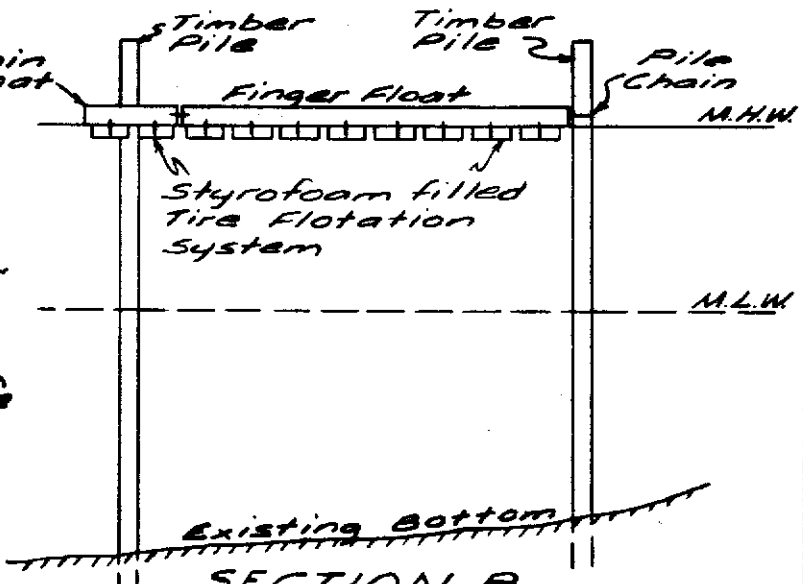
Robert S. Booth, Jr.



PLAN
 Float Sections
 Scale: 1" = 10'



SECTION C
 Scale: 1" = 2'



SECTION B
 Scale: 1" = 10'

LICENSE PLAN NO. 1341

Approved by Department of Environmental Quality Engineering
 November 26, 1985

STEPHEN C. RICCIARDI, TRUSTEE OF
 CAPTAIN'S COVE TRUST



S. Russell Sylva
Commissioner

The Commonwealth of Massachusetts
Executive Office of Environmental Affairs
Department of Environmental Quality Engineering
Division of Water Pollution Control
One Winter Street, Boston 02108

December 4, 1984

Jack Roberts, President
Bosport Docking Company
28 Constitution Road
Charlestown, MA 02129

Re: Water Quality Certification
Ch. 91 Appl. No. 84W-153
Bulkhead, Dredge
Boston Harbor
Charlestown

Dear Mr. Roberts:

In response to your petition dated October 4, 1984 submitted to the Division of Wetlands and Waterways Regulation, this Division has reviewed your application for a license to reconfigure floating docks in existing marina, reconstruct an existing granite bulkhead, and construct a marina office building. Also proposed is to dredge approximately 2300 c.y. and remove broken pilings and rubble within Boston Harbor, Charlestown.

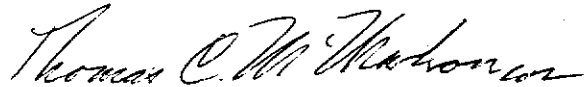
In accordance with the provisions of Section 401 of the Federal Water Pollution Control Act as amended (Public Law 95-217), this Division issues the following Water Quality Certification relative to this project, subject to the following conditions:

1. The dredging portion of this project could result in a violation of water quality standards adopted by this Division. Therefore, reasonable care and diligence shall be taken by the contractor to assure that the proposed activity will be conducted in a manner which will minimize violations of said standards.
2. Dredged spoils shall be disposed of behind a filter fabric lined bulkhead.

The permittee shall allow Division personnel upon presentation of proper credentials the right to inspect the proposed activity for compliance with the terms and conditions of this certification, and shall provide the Division (292-5655) with one week prior notice of the start of dredging.

Should any violation of the water quality standards or the terms of this certification occur as a result of the proposed activity, this Division will direct that the condition be corrected. Non-compliance on the part of the permittee will be cause for this Division to recommend the revocation of the permit(s) issued therefor or to take such action as is authorized by the General Laws of the Commonwealth. Substantial civil and criminal penalties are authorized under M.G.L. Ch. 21, Section 42 for discharging into Massachusetts waters in violation of an order or permit issued by this Division. This certification does not relieve the applicant of the duty to comply with any other statutes and regulations.

Very truly yours,



Thomas C. McMahon
Director

TCM/DBS/bd

cc: Ralph Atkinson, Chief, Permits Branch, Corps of Engineers, 424
Trapelo Road, Waltham, MA 02254
John Zajac, Licenses & Permits, Division of Wetlands/Waterways
Regulation, DEQE, One Winter Street, Boston 02108
Richard Cronin, Director, Division of Fisheries & Wildlife, 100
Cambridge Street, Boston 02202
Philip Coates, Director, Division of Marine Fisheries, 100 Cambridge
Street, Boston 02202
Harriet Diamond, Coastal Zone Management, 100 Cambridge Street, Boston
02202
Douglas Thompson, Permits Section, EPA Region I, J.F. Kennedy Bldg.,
Boston 02203

The Commonwealth of Massachusetts

No. 2473.



Whereas, the J. J. Duane Co.,-----

of Quincy-----, in the County of Norfolk-----and Commonwealth
aforesaid, has applied to the Department of Public Works for license to build and
maintain a sea wall, a pier and to dredge in Town River at its
property in the city of Quincy,-----

and has submitted plans of the same; and whereas due notice of said application, and of the time and
place fixed for a hearing thereon, has been given, as required by law, to the-----
Mayor and City Council-of the city----of Quincy-----;

Now, said Department, having heard all parties desiring to be heard, and having fully consid-
ered said application, hereby, ~~subject to the approval of the Governor and Council,~~ authorizes and
licenses the said-----

J. J. Duane Co.-----, subject to the provisions of the ninety-first
chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to
build and maintain a sea wall, a pier and to dredge in Town River
at its property in the city of Quincy, in conformity with the
accompanying plan No. 2473.

A granite sea wall 18 inches wide on top, 5 feet wide on
the bottom and about 10.7 feet high may be built on a pile

and timber platform with the bottom of the wall about 2.5 feet above mean low water, as shown on said plan.

A pier of heavy construction, 241 feet 4 inches long and 72 feet wide, supported by wood piles and by the existing and proposed sea walls, may be built with a 10-inch reinforced concrete deck with its top at elevation 16, in front of said existing and proposed sea walls, in the location shown on said plan and in accordance with the details of construction there indicated.

An area 241 feet long and 50 feet wide in front of said pier may be dredged to a depth of 20 feet at mean low water, as shown on said plan.

The material dredged from said area may be deposited within the area in which the placing of solid filling is authorized by license No. 2384 dated July 23, 1941.

This license is granted subject to the laws of the United States.-----

The plan of said work, numbered -----2 4 7 3,----- is on file in the office of said Department, and duplicate of said plan accompanies this License, and is to be referred to as a part hereof.

~~The amount of tide water displaced by the work hereby authorized shall be ascertained by said Department, and compensation therefor shall be made by the said~~

~~heirs, successors~~

~~and assigns, by paying into the treasury of the Commonwealth~~
~~cents for each cubic yard so displaced, being the amount hereby assessed~~
~~by said Department.~~

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plan are recorded
within one year from the date hereof, in the Registry of Deeds for the -----
~~District of the~~ County of **Norfolk**.

In Witness Whereof, said Department of Public Works have hereunto set their hands this
-----**first**-----day of **April**,-----in the
year nineteen hundred and **forty-two**.

Approved,

Richard K Hale
Director Division
of Waterways.

.....
.....
George W. Schryver
.....
.....
Charles E. Furnans
.....

} Department of
Public Works

~~THE COMMONWEALTH OF MASSACHUSETTS~~

~~This license is approved in consideration of the payment into the treasury of the Common-~~
wealth by the said
of the further sum of

~~the amount determined by the Governor and Council as a just and equitable charge for rights and~~
~~privileges hereby granted in land of the Commonwealth.~~

~~Boston~~,.....

~~Approved by the Governor and Council~~

.....
~~Executive Secretary~~.

A true copy. Attest :..... *May A. Riley* Secretary.

The first part of the document discusses the general principles of the proposed system. It outlines the objectives and the scope of the project, which is aimed at improving the efficiency of the existing process. The document then proceeds to describe the various components of the system and how they are interconnected.

The second part of the document provides a detailed description of the system's architecture. It includes a flowchart that illustrates the data flow between different modules. The flowchart shows how data is collected, processed, and then distributed to various output devices. This section also discusses the hardware requirements for the system, including the types of computers and peripheral devices that are needed.

The third part of the document describes the software components of the system. It details the various programs and routines that are used to control the system's operation. This section also discusses the system's security features, which are designed to protect the data from unauthorized access.

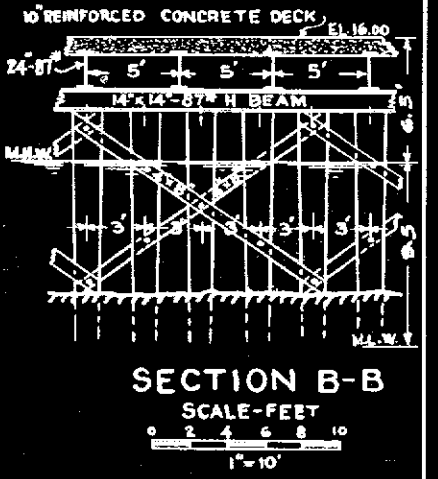
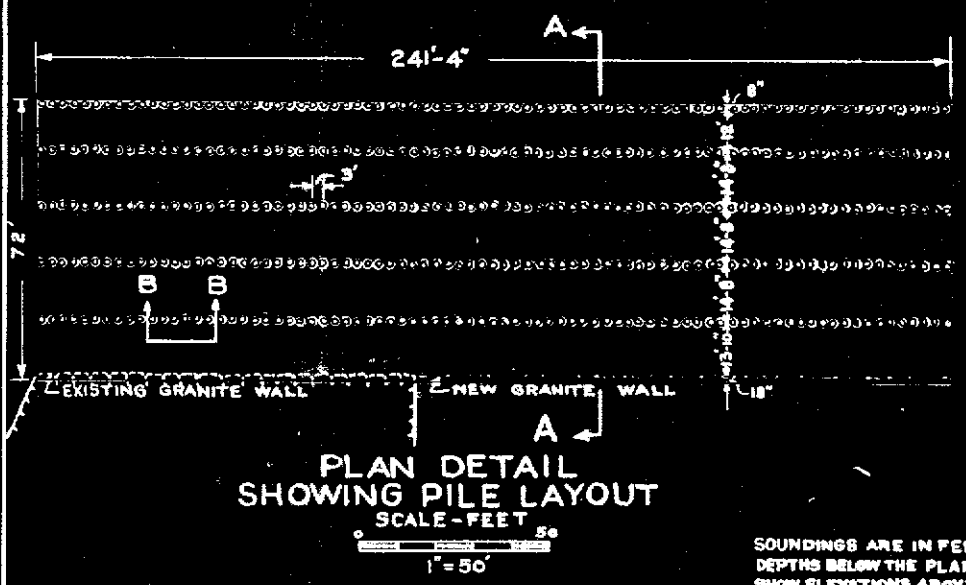
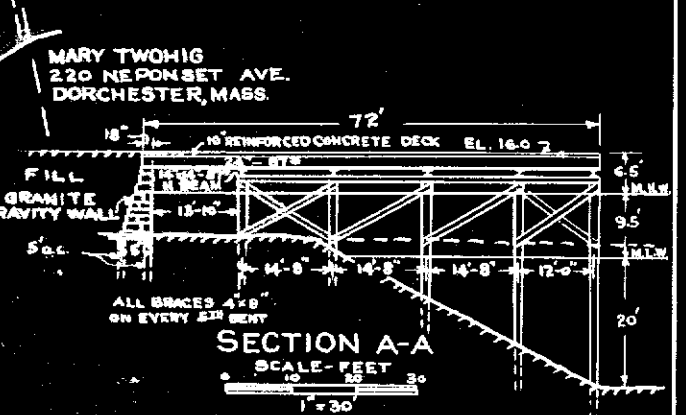
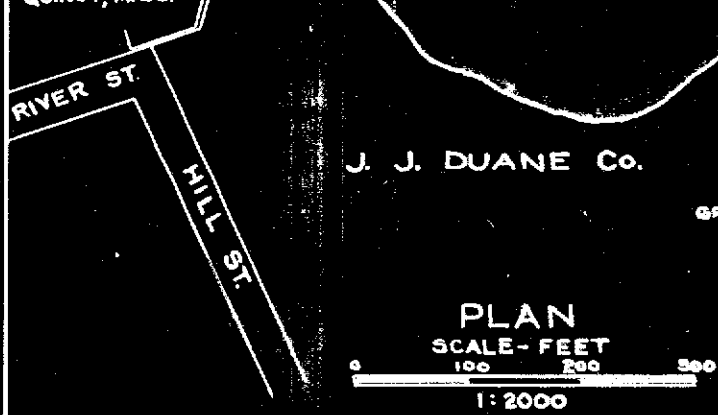
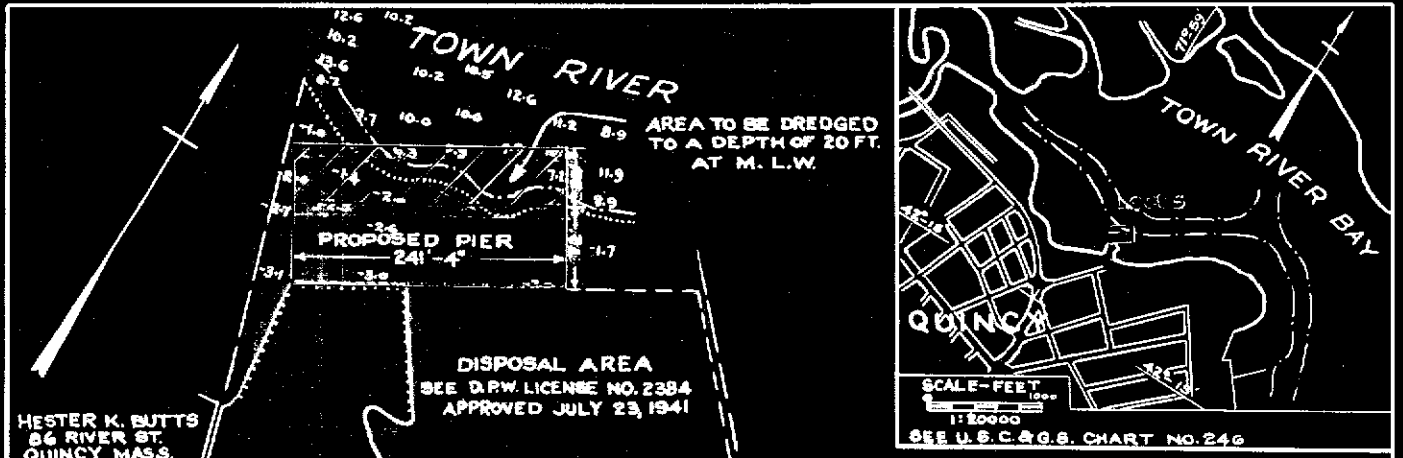
The fourth part of the document discusses the implementation of the system. It describes the steps that were taken to install the system and to train the personnel who will be using it. This section also includes a list of the resources that were used during the implementation process.

The fifth part of the document discusses the results of the system's implementation. It includes a comparison of the system's performance against the objectives that were set at the beginning of the project. This section also discusses the challenges that were encountered during the implementation process and how they were overcome.

The sixth part of the document discusses the future of the system. It describes the plans for further development and improvement of the system. This section also discusses the potential benefits of the system and how it can be used to improve the organization's overall performance.

In conclusion, the proposed system is a significant improvement over the existing process. It is designed to be efficient, reliable, and easy to use. The system's architecture is well thought out and its implementation has been successful. The results of the system's implementation show that it is capable of meeting the objectives that were set at the beginning of the project.

The system's future development and improvement will be a continuous process. It is important to keep the system up-to-date and to make any necessary changes to ensure that it remains effective. The potential benefits of the system are significant and it is hoped that it will be used to improve the organization's overall performance.



SOUNDINGS ARE IN FEET AND TENTHS AND SHOW DEPTHS BELOW THE PLANE OF M. L. W. MINUS FIGURES SHOW ELEVATIONS ABOVE THE SAME PLANE.

PLAN ACCOMPANYING PETITION OF
J. J. DUANE CO.
 TO BUILD A PIER AND DREDGE IN
TOWN RIVER
QUINCY
 1942

NO. 2473
 APPROVED BY DEPARTMENT OF PUBLIC WORKS
 APRIL 1, 1942

George W. DeGuerre
Charles E. ...
Robert ...

COMMISSIONER OF PUBLIC WORKS
 ASSOCIATE COMMISSIONERS
 DIRECTOR - DIVISION OF WATERWAYS