

HISTORIC SALEM INC

14 Herbert Street

Built for

Antonina and John Boltrukiewicz

Machine Painter

1912

Researched and written by Jen Ratliff

July 2018

Historic Salem Inc,

The Bowditch House

9 North Street, Salem, MA 01970

(978) 745-0799 | HistoricSalem.org

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View of 14 Herbert Street, 1998 (MACRIS SAL.3865)

14 Herbert Street is a two-family, flat-roofed home built about 1912 by John S. Boltrukiewicz and his family. The home replaced a circa 1874 single-family home that belonged to Hannah Brick. The previous home was very similar to the adjacent 16 Herbert Street and was likely built around the same time, possibly by the Brick family, who owned both plots of land.

In the early 20th century, the Historic Derby Street Neighborhood was predominantly Polish. Attracted to job opportunities in the city's mills and factories, Polish immigrants began arriving in Salem around 1890 and by 1911, Poles comprised about 8% of the city's overall population. Religion played a strong role in the Polish community and as the number of Polish Catholics in Salem grew, the need for a permanent house of worship became apparent. Herbert Street and Union Street became the heart of the Polish Catholic presence in the city, housing St. John the Baptist Church, a parochial school, convent, and rectory.



View of the previous building at 14 Herbert Street and the Manning House at 10 ½ Herbert Street. c. 1890-1910.

(Phillips Library)

Reverend Joseph J. Czubek (1908-1910)

Joseph J. Czubek (1874-1940), was born on August 8, 1874 in Toledo, Ohio, one of five children belonging to James and Mary (Nowak) Czubek. His parents immigrated to America from the Province of Posen, an area of Prussia that became part of the German Empire in 1871.¹ At the age of 24, Joseph was ordained at a Polish Seminary in Detroit, Michigan.²

In 1901, Reverend Czubek was beckoned to Salem by Father Chmielewski of Boston, to conduct mass in Polish. These services were given in the basement of an Irish parish, the Church

¹ Year: 1920; Census Place: Salem Ward 2, Essex, Massachusetts; Roll: T625_696; Page: 6A; Enumeration District: 259

Year: 1937; Arrival: New York, New York; Microfilm Serial: T715, 1897-1957; Microfilm Roll: Roll 6006; Line: 1; Page Number: 136

² Polish American Liturgical Center, *History of St. John the Baptist, Salem MA, Diamond Jubilee (1903-1978)*

of Immaculate Conception on Hawthorne Boulevard, (then Walnut Street.) Czubek was quickly welcomed by Salem's parishioners due to his support of the need to erect a Polish Catholic church in the city. Reverend Czubek created and tasked a committee with raising over \$2,000 needed to purchase and convert a dwelling into a new parish. Following the building's completion, Czubek was appointed the pastor of St. John the Baptist Polish Roman Catholic Church, which held its first mass at 18-20 Herbert Street on July 3, 1903.³

Reverend Czubek continued expanding church, purchasing additional buildings on Herbert Street and the surrounding area to house a school, rectory, and a convent.⁴ After only three short years, the church building on Herbert Street had already become inadequate for the growing number of parishioners. Czubek purchased a vacant, former Baptist Church on St. Peter Street and assigned a committee to oversee the building's restoration. The new church was completed in 1909 and the former Herbert Street church was converted into additional classrooms for the Polish parochial school, which had previously occupied the basement.

One of Czubek's many purchases was 14 and 16 Herbert Street in 1908, at the cost of \$2,900. The two dwellings were sold to Czubek by Ellen Fitzgerald of Boston.⁵ The land and two homes previously belonged to Hannah Brick, who likely built them.⁶ Czubek used the properties to house the Felician Sisters, nuns who operated the church's parochial school, until a convent could be built on Union Street.⁷

Reverend Czubek's legacy was cemented on June 25, 1914 when the Great Salem Fire destroyed 1,600 buildings over 250 acres. More than 14,000 Salemites were displaced from their homes including many from the Derby Street area. After hours of devastation to the city, the fire stopped at the foot of Herbert Street and Central Wharf. Many Poles have credited this to Reverend Czubek. Local lore states that Czubek stood in the middle of Derby Street with holy water and a crucifix, praying for the fire's end. Another story credits Clara Kotarski, whose

³ Polish American Liturgical Center, *History of St. John the Baptist, Salem MA, Diamond Jubilee (1903-1978)* and Salem City Directory, Salem Massachusetts, 1904.

⁴ Polish American Liturgical Center, *History of St. John the Baptist, Salem MA, Diamond Jubilee (1903-1978)*

⁵ Southern Essex County Registry of Deeds, Deed 1918:393

⁶ Atlas of the City of Salem, Massachusetts." Map. 11. Philadelphia, PA: C.M. Hopkins & Co., 1874.

⁷ Salem City Directory, Salem Massachusetts, George Whipple Co., 1908, 1909, 1910, 1911

husband owned a row of buildings at the head of Derby Wharf. It is said that she placed a crucifix on their house to halt the blaze.



Figure 33 The edge of the fire zone at the foot of Herbert Street, with the steeple of the Polish church, by then in use as the parish school, visible just beyond the burned building and Immaculate Conception Church on the left. (Arthur Barnett Jones, *The Salem Fire*)

In the Heart of Polish Salem, National Park Service

The Boltrukiewicz Family (1910-1996)

John Stanislaw Boltrukiewicz (1886-1954) was born in Poland on June 24, 1886. In 1907 he immigrated to the United States along with his wife Antonina “Annie” (Sigyjy) Boltrukiewicz (1886-1963) whom he married that same year.⁸ The couple rented a home at 43 Union Street, that they shared with John’s older brother Lucas, and multiple boarders. John worked at United

⁸ Year: 1910; Census Place: Salem Ward 1, Essex, Massachusetts; Roll: T624_587; Page: 13B; Enumeration District: 0455; FHL microfilm: 1374600

Shoe Company in Beverly painting machines used in the manufacturing of shoes. In 1909 they welcomed their daughter Bronislawa “Bertha” Boltrukiewicz. (1909-1967) The couple had three more children, Wladislawa “Alice” (1910-1993), Stanislaw “Stanley” (1912-1965), and Jane (1914-1996.) It appears that they also had multiple children die in infancy including John Jr. born on May 4, 1908 and Wclaw, who was born in 1909 and died of pneumonia a few weeks later.⁹

In August 1910, John S. Boltrukiewicz purchased 14 and 16 Herbert Street from Joseph Czubek for “one dollar and other considerations paid.”¹⁰ Their mortgage however reflects \$2,400 which may have been used to construct a new dwelling at #14.¹¹ The family moved into 16 Herbert Street and based on directories, around 1912, constructed a new two-family house at #14 using the former single-family home’s foundation.¹² The previous home looked very similar to #16 but may have been replaced with a two-family as an investment property.¹³

During the Boltrukiewicz’s ownership, 14 Herbert Street had multiple tenants, primarily Polish. The two-family home had a quick turn-over, with most tenants only listed living in the home for a year. This however was not uncommon, as property ownership was a great source of pride to the Polish, who would have rented only until they could have afforded a home. Reverend Czubek was celebrated for assisting over 100 newly married couples purchase their first homes.¹⁴

The Boltrukiewicz children continued to live at home at #16 into adulthood. Jane worked in the mill of the Naumkeag Steam Cotton Company and Alice worked downtown as a saleswoman at Amy, Bigelow & Washburn. Their brother Stanley worked as an auto mechanic at Colonial Garage and Bertha Boltrukiewicz worked as a full-time stenographer. Around 1941, Bertha began working at the Hygrade Sylvania Corporation in Salem, assembling lamps. ¹⁵ That

⁹ Wclaw is also listed as Wclaf and William, born September 28, 1909 and died October 11, 1909. John Jr. was born May 4, 1908, no information on his death was found.

¹⁰ Southern Essex County Registry of Deeds, Deed 1918:393

¹¹ Southern Essex County Registry of Deeds, Deed 1918:394

¹² Both the Phillips Library (Peabody Essex Museum) and City of Salem were contacted to request the building permits from 1912. Both organizations were not able to locate these records. The use of these records could better substantiate the home’s construction date.

¹³ Foundation appears similar to previous foundation based on turn-of-the-century photograph from the Phillips Library, included in this research.

¹⁴ The Boston Globe (Boston, Massachusetts) · 22 Aug 1910, Mon · Main Edition · Page 3

¹⁵ Salem City Directory, Salem Massachusetts, R.L Polk & Co., 1941

same year she married Henry Panek, a machinist. By 1942 the couple had moved into 14 Herbert Street and the following year they had a son, Henry Jr. The Paneks remained in the home for over 20 years, the longest of any tenant.

Both homes remained in the Boltrukiewicz family for a total of 86 years. They passed down from John and Antonina, in 1953, to their children and in 1996, following the death of Jane, the homes were sold separately for the first time. Henry Panek Jr., Jane's nephew, who by that time was living in Pennsylvania, sold 16 Herbert Street to Lorinda and Michael Matter for \$121,000 and 14 Herbert Street to Aaron and Kenneth Dibello for \$105,000¹⁶

14 Herbert Street sold again, three years later, to James and Christina Ayube for 180,000.¹⁷ The two-family home was rezoned into condo units in 2004 when the Ayube's sold the home to Timothy J. Hallinan, III for \$285,000.¹⁸ Since 2004, the two units have been owned separately.

¹⁶ Southern Essex County Registry of Deeds, Deed 13886:526, 4008:247 and 12610:31

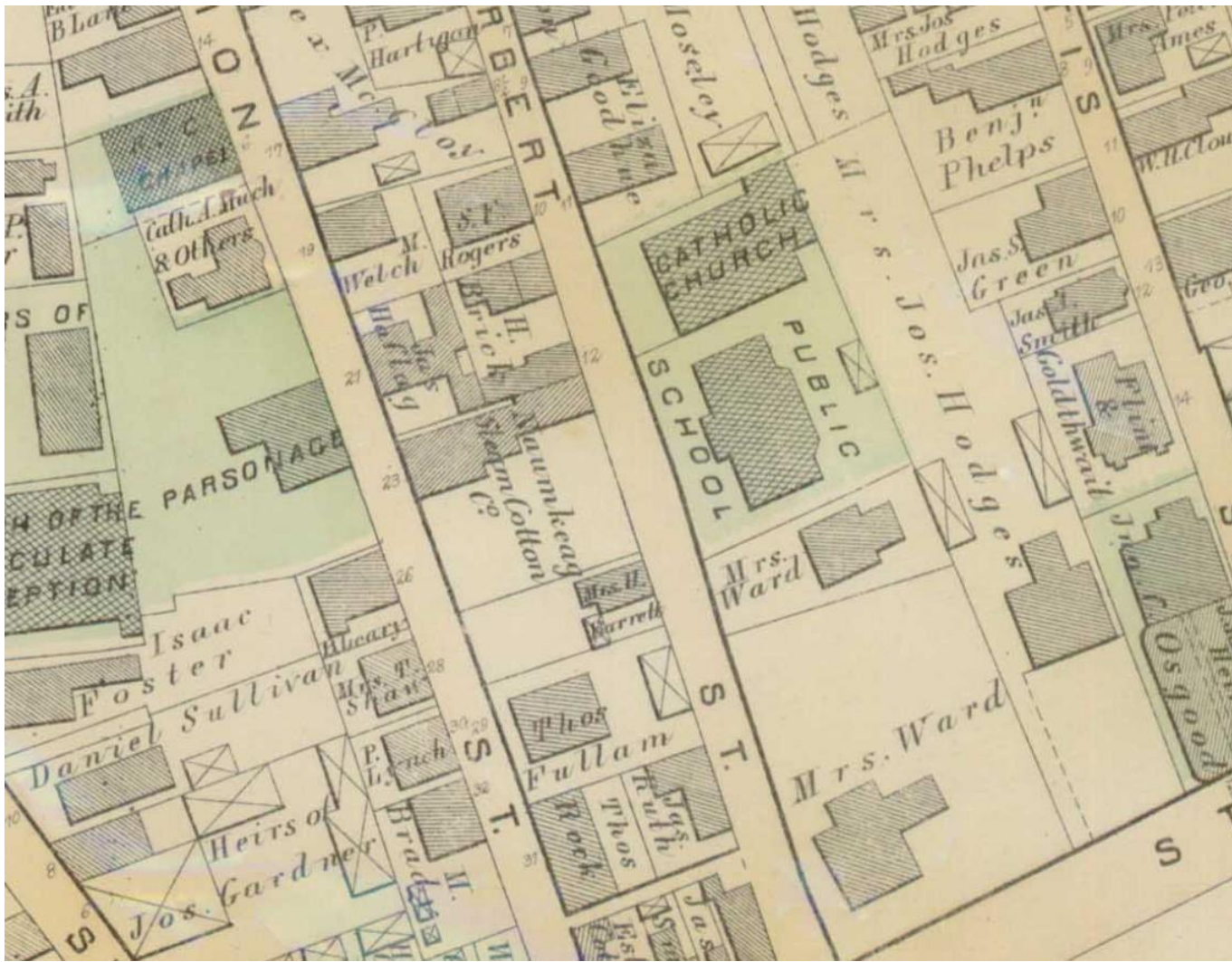
¹⁷ Southern Essex County Registry of Deeds, Deed 15774:382

¹⁸ Southern Essex County Registry of Deeds, Deed 20369:437 and Deed 22337:177

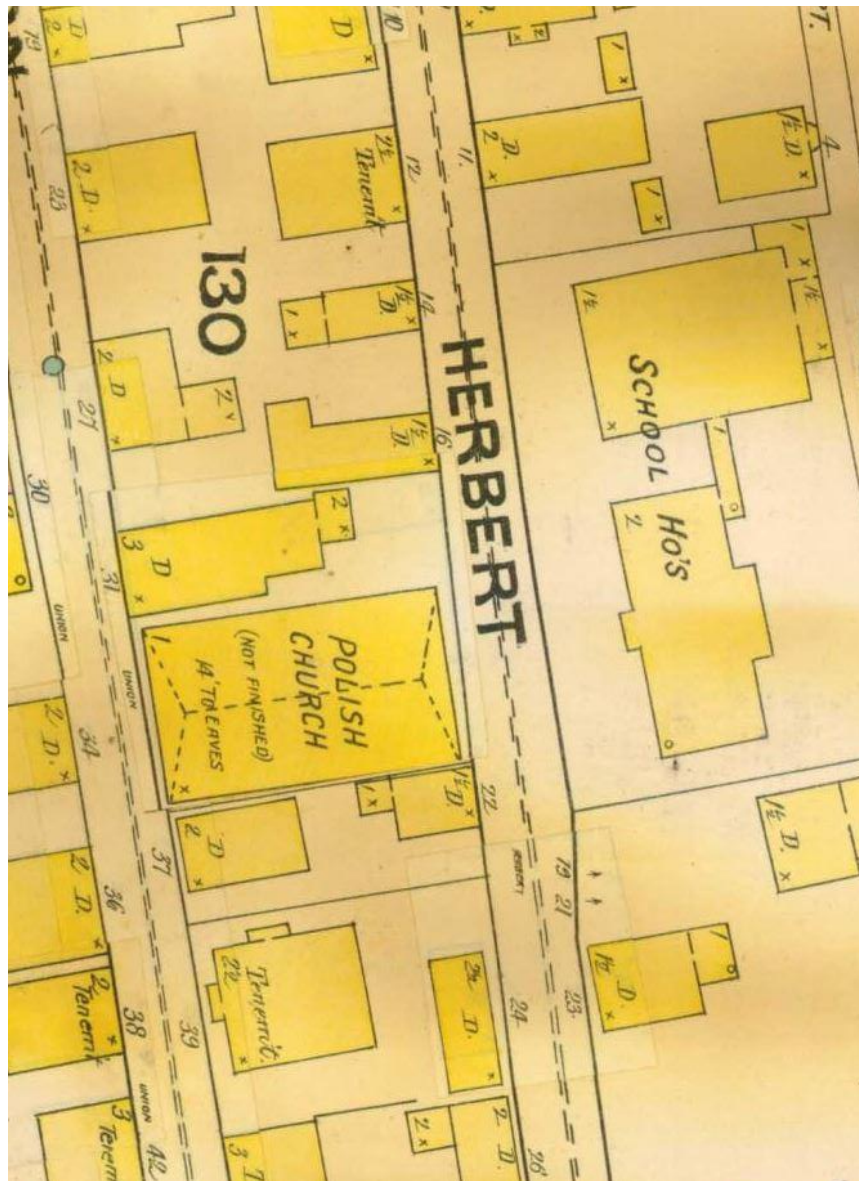
Buyer	Years of Ownership	Number of Years	Purchase Price	Document Referenced	Notes
Ellen Fitzgerald	1898-1908	12	\$1,760	Deed 1538:550	14 and 16 Herbert Street Authorized by William M. Hill, Probate Commissioner on behalf of Daniel T. Brick, George J. Brick, Ellen Foley, Johanna Madden. Hannah Brick seems to be a maiden name or mother of Hannah Fitzgerald, which Ellen Fitzgerald may be relation of.
Joseph J. Czubek	1908-1910	3	\$2,900	Deed 1918:393 Deed 1918:394	14 and 16 Herbert Street Sold for "one dollar and valuable consideration paid" Mortgaged from Ellen Fitzgerald and paid off in 1911 (Deed 2109:330)
John S. Boltrukiewicz	1910-1953	43	\$2,900	Deed 2036:109	14 and 16 Herbert Street Sold for "one dollar and valuable consideration paid" Mortgage states \$2,400
Jane D. Boltrukiewicz, et al.	1953-1996	43	> \$100 \$1.00	Deed 4008:247 Deed 12610:31	14 and 16 Herbert Street Inherited from her parents along with her siblings.
Aaron DiBella Kenneth F. DiBella	1996-1999	3	\$105,000	Deed 13887:208	14 Herbert Street 1996 is the first year 14 & 16 Herbert Street are owned by separate parties.
James A. Ayube Christina M. Ayube	1999-2003	4	\$180,000	Deed 15774:382	14 Herbert Street
Timothy J. Hallinan, III	2003-2004	< 1	\$285,000	Deed 20369:437	14 Herbert Street Condo association formed January 2004 (Deed 22337:177)
Cynthia A. Clark	2004-2011	7	\$180,000	Deed 22349:39 Deed 22337:177	14 Herbert Street Unit 2
Rebecca Mackenzie	2011-2017	6	\$143,000	Deed 35543:378 Deed 35543:378	14 Herbert Street Unit 2 Rebecca married Jonathan Peros (Deed 35543:378)
Nicholas L. Montefort Allyson N. Chapman	2017- Present	1+	\$255,000	Deed 36196:360	Unit 2

Resident	Directory Year	Notes
F.W Preston	1907-1908	
Vacant	1909	
Felician Sisters	1910	(Listed at 16 Herbert Street in 1909 and later 31 Union Street)
F. Sentkowski	1911	
John Krulski	1912	
L. Ossolinska A. Koscienski	1913-1914	
J. Filikiak M. Darun	1915	
A. Kopuszcz	1916	
B. Napierski H. Pouiz	1917	
P. Dombroski	1918	
J. Rhuber I. Andros	1920	
A. Lardowski J. Androskiewicz	1921	
R.S. Shaluk	1922	
R.S. Shaluk H. Dragon	1924	
H. Dragon N. Kaplon	1926	

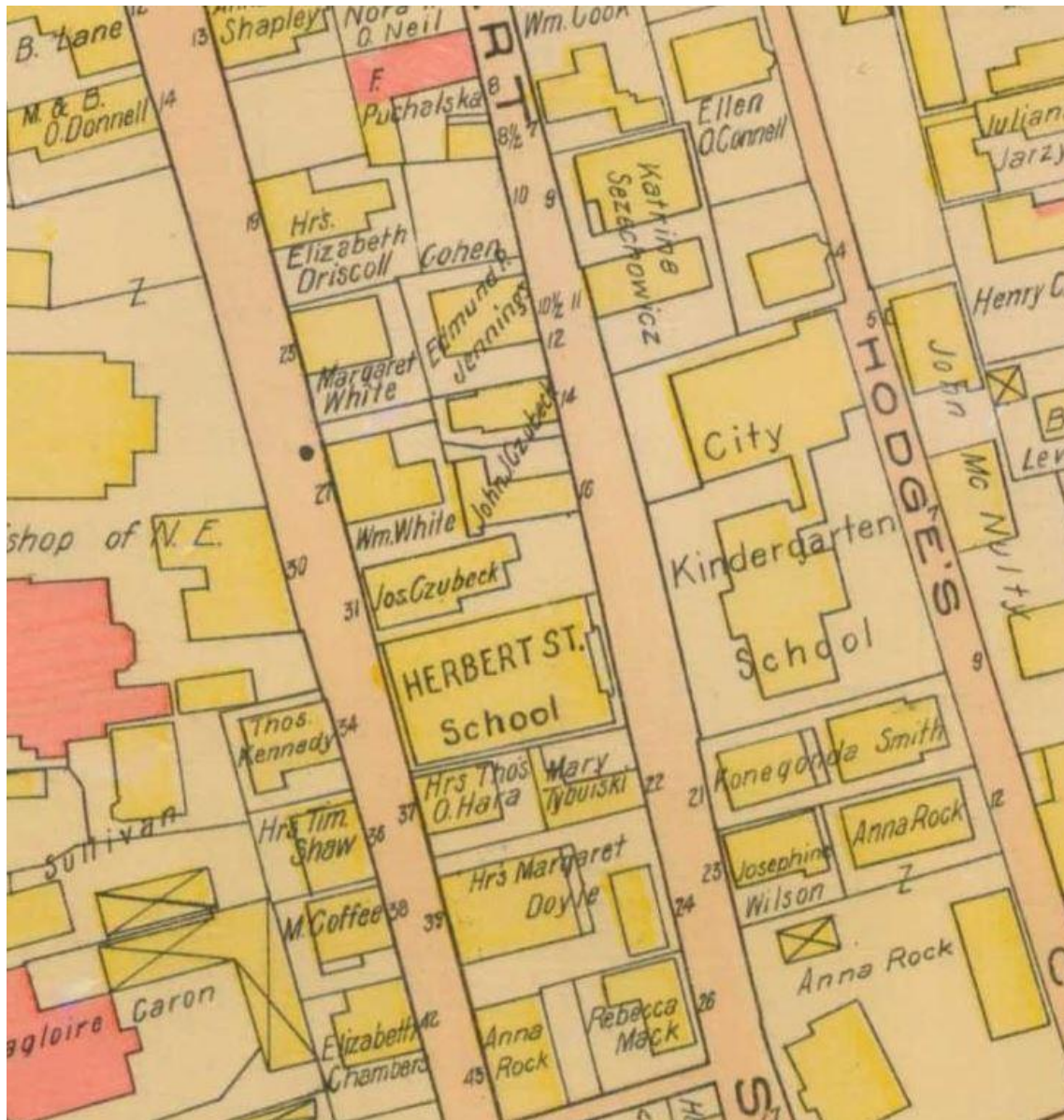
Mrs. Mabel Fountaine Michael Szymanski	1929- 1935	Michael switches from being listed at 14 and 15 Herbert. (When listed at #14, no #15 is listed)
Stanley Burba (2 occupants) Joseph Palamara Jr. (4 occupants)	1936-1940/1	Joseph owns a car in 1936 1941 Directory was unavailable
Henry Panek (2-3 Occupants) Joseph Palamara Jr. (4 Occupants)	1942-1947	Panek household has 3 occupants starting in 1944 Henry Panek is Jane D. Boltrukiewicz's nephew.
Henry Panek (3 Occupants) Joseph Wojtowicz (2 Occupants)	1948-1952	Wojtowicz household listed as having a telephone in 1950
Maciej Burak (2-3 Occupants) Henry Panek (3 Occupants)	1953-1954	The Burak household has 3 occupants beginning in 1954
Sarah Griffin (1 Occupants) Henry Panek (3 Occupants)	1955-1956/7	
Vernon H. Howard (2 Occupants) Henry Panek (3 Occupants)	1957-1960	



Salem Atlas, 1874 (Plate A)



Salem Atlas, 1890-1903



Salem Atlas, 1911 (Plate 5)

but if the security is applicable under the insolvency laws of said Commonwealth, to the payment of the claim or debt by it secured, the creditor or creditors who are or shall become parties to this agreement holding such security, shall receive and be entitled to dividends on only so much of the claim or debt, as remains after deducting from it the amount received from a sale of such security, of which sale and the time and place thereof such creditor or creditors holding such security shall give the party of the second part a notice of at least thirty days before the same. Nothing herein contained shall prevent the party of the second part from also becoming party of the third part under this agreement. In witness whereof the parties of the first and second parts, and parties of the third part hereunto and to another instrument of like tenor, set their hands and common seal the day of the date first above written.

Commonwealth of Massachusetts, Essex s.s. January 22 nd a. d. 1898. Then personal.	}	David True. Seal.
		Cyrus W. Rowell.
		Cyrus W. Rowell as creditor - 150.00 Alice True. \$ 3600.00.

ly appeared the above named David True, and acknowledged the foregoing instrument to be his free act and deed.

Before me
Essex s.s. Dec^r Jan. 24th 1898. 6th m. past 2 P.m. Re. & s. by Willard J. Hale. Reg.

Horace J. Bartlett. Justice of the Peace.

Wm. S. Slicke
Comm.
to
E. Fitzgerald.

I know all men by these presents, that whereas I, William S. Slicke, of Salem, in the County of Essex and Commonwealth of Massachusetts was duly appointed by the Probate Court in and for said County Commissioner to make partition and sale of certain real estate hereinafter described, among tenants in common thereof whose names are as follows: Daniel I. Brick, George G. Brick, Ellen Foley and Johanna Madden, and whereas by the warrant of sale, to me directed, I was ordered to make sale and conveyance at any time within one year from the twentieth day of December A. D. 1897, of the whole of the lands described in said warrant, and to distribute and pay over the proceeds of the same, in the proportions designated in said warrant, and for the

purpose in the warrant and commission set forth, I gave public notice of the time and place of sale, by publishing notifications thereof as follows: once a week for three successive weeks in the Salem Evening News a newspaper published in Salem in said County of Essex, commencing on the thirty. first day of December A. D. 1897, to wit: on the thirty. first day of December A. D. 1897, and the third and tenth days of January A. D. 1898, that on the twelfth day of January A. D. 1898, at twelve o'clock noon, I sold subject to the taxes for the year 1897, the real estate hereinafter described to Ellen Fitzgerald of Boston, in the County of Suffolk, in said Commonwealth, for Seventeen hundred and Sixty Dollars, she being the highest bidder at such sale. Now therefore, in consideration of Seventeen hundred and Sixty Dollars to me paid by Ellen Fitzgerald of Boston, in the County of Suffolk, in said Commonwealth, the receipt whereof is hereby acknowledged, I do hereby remise, release, and forever quitclaim unto the said Ellen Fitzgerald, the following described parcel of land situate in said Salem, bounded and described as follows: A certain parcel of land with the buildings thereon, bounded easterly by Herbert Street, about fifty. six feet, northerly by land now or late of Manning's heirs about forty. six feet, westerly by land now or formerly of R. Forester, about fifty. six feet, southerly by land now or formerly of I. S. Forester, about forty. six feet. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Ellen Fitzgerald, and her heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee, and her heirs and assigns, that public notice of the time and place of sale of said real estate was given according to law, and the said premises sold accordingly, and that I was duly appointed Commissioner by said probate Court, as will appear by the records of said Court. In witness whereof I, the said William M. Sibley, Commissioner, as aforesaid, hereunto set my hand and seal this twenty. first day of January A. D. 1898.

William M. Sibley.

Seal

Commonwealth of Massachusetts }
 Commissioner }
 at the County of Essex, s. s. Salem, January 27, 1898. Then personally

appeared the above named William M. Hill, and acknowledged the foregoing instrument to be his free act and deed.

Before me, Wm. F. Collins, Justice of the Peace
 Essex Co. Rec'd Jan. 27th 1898. 5th m. past 1 P.M. Rec'd by Willard J. Hall, Reg.

J. L. Bennett.
 to
 G. A. Wakes.

I know all men by these presents, that I, Isabella L. Bennett, of Beverly County of Essex and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations, paid by George A. Wakes, of said Beverly, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said George A. Wakes a certain parcel of land situated in said Beverly, bounded and described as follows: Beginning at a point on the Southern side of Elliot Street by land of the grantee, thence running westerly by said street about sixty (60) feet to land of the Boston and Maine Railroad Corporation, thence turning and running southerly by land of said Boston and Maine Railroad Corporation, about one hundred and nine and six tenths ($109\frac{6}{10}$) feet to land of grantee, thence turning and running northeasterly by land of grantee to Elliot Street to the point begun at. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said George A. Wakes and his heirs and assigns, to their own use and behoof forever. And I hereby for myself, and my heirs, executors and administrators covenant with the grantee, and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee, and his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof I, the said Isabella L. Bennett, being unmarried, hereunto set my hand and seal, this 21st day of January in the year one thousand eight hundred and ninety-eight.

Isabella L. Bennett Seal.
 Signed, sealed and delivered
 in presence of,

State of Tennessee, County of
 Marion, - before me, Thomas



(View of the previous building at 14 Herbert Street and the Manning House at 10 ½ Herbert Street. c. 1890-1910. Phillips Library)

hereby acknowledges that it has received from Emma S. Paradis, present owner of the equity in the premises mortgaged. full payment and satisfaction of the same, and in consideration thereof it hereby cancels and discharges said mortgage and releases and quitclaims unto the said Emma S. Paradis and her heirs and assigns forever the premises thereby conveyed. In witness whereof, the said Salem Cooperative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Albert C. Mackintire its Treasurer, this thirteenth day of August A. D. 1910.

Approved George W. Pillsbury Attorney

Signed and sealed
in presence of
R. B. Buckham

Salem Cooperative Bank seal
By Albert C. Mackintire Treasurer
Commonwealth of Massachusetts
Essex ss. August 13, 1910. Then

personally appeared the above-named Albert C. Mackintire and acknowledged the foregoing instrument to be the free act and deed of the Salem Cooperative Bank before me D. W. Duill Justice of the Peace.

Essex ss. Recd. Aug. 13, 1910. 10 m past 12 m. Recorded + Examined.

I know all men by these presents that I, John J. Logubek of Salem, Essex County, Massachusetts, in consideration of one dollar and other valuable considerations paid by John Stanislaus Boltrukiewicz of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John Stanislaus Boltrukiewicz, a certain parcel of land with the buildings thereon, situate in said Salem, bounded and described as follows: Beginning at the northeast corner thereof at land of White and running southerly by said land of White fifty-six feet to land now or formerly of the Roman Catholic Archbishop of Boston, thence turning and running easterly by said land of the Roman Catholic Archbishop forty-six feet to Herbert Street, thence turning and running northerly by said Herbert Street fifty-six feet to land now or formerly of Jennings, thence turning and running easterly by said land now or formerly of Jennings forty-six feet to said land of White at the point of beginning. Being the same premises conveyed to me by deed of William M. Joyce, dated May 13, 1908 and record-

J. J. Logubek
to
J. S. Boltrukiewicz

ed at Essex South District Registry of Deeds, Book 1918, Page 393. Said premises are conveyed subject to a mortgage for twenty-nine hundred dollars and the taxes assessed April 1, 1910; both of which the grantee hereby assumes and agrees to pay. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John Stanislaus Boltrubkiewicz and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors, and administrators, covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, except as aforesaid; that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators, shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons, except as aforesaid. In witness whereof I the said John J. Logulek hereunto set my hand and seal this seventh day of July in the year one thousand nine hundred and ten.

Signed and sealed

in presence of

Albert S. Richardson

John J. Logulek seal
Commonwealth of Massachusetts.
Essex ss. July 7, 1910.

Then personally appeared the above-named John J. Logulek and acknowledged the foregoing instrument to be his free act and deed, before me,

Albert S. Richardson

Notary Public

Essex ss. Reid. Aug. 13, 1910. 45 m past 12 P.M. Recorded and Examined.

J. B. Ryan
to

A. J. Madden
(by S. W. M.)

I know all men by these presents that I, John B. Ryan, of Swampscott, in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations paid by Annie J. Madden, wife of Stephen W. Madden of said Swampscott, the receipt whereof is hereby acknowledged, do hereby give grant, bargain, sell and convey unto the said Annie J. Madden, a certain parcel of land situate in said Swampscott and bounded northerly by other land of the grantee there measuring one hundred (100) feet; easterly by land of Nicholas Webber, there measuring fifty (50) feet; southerly by other

a. s. 1908.

Georgiana Emery seal.

Commonwealth of Massachusetts, Essex ss. April
27, 1908. Then personally appeared the above-named
Georgiana Emery and acknowledged the foregoing in-
strument to be her free act and deed, before me,

James W. Woodwin. Justice of the Peace.

Essex ss. held April 30, 1908. 47 min. past 1 P. M. Recorded & Examined.

E. Fitzgerald.
to
W. M. Joyce.

Know all men by these Presents, that I,
Elen Fitzgerald, of Boston, County of Suffolk and
Commonwealth of Massachusetts, in consideration of
one dollar and other good and valuable considera-
tions paid by William M. Joyce, of Salem, County
of Essex, and Commonwealth of Massachusetts, the
receipt whereof is hereby acknowledged, do hereby
give, grant, bargain, sell and convey unto the said
William M. Joyce, a certain parcel of land with the
buildings thereon situated in said Salem, and
bounded and described as follows: Beginning at
land of White, and running South fifty-six (56) feet
to land of the Roman Catholic Archbishop of Boston,
thence turning and running east by land of said
Archbishop, forty-six (46) feet to Herbert Street,
thence turning and running north by said Her-
bert Street, fifty-six (56) feet, thence running east
by land of Jennings forty-six (46) feet to point be-
gun at. Being the same premises conveyed to me
by William M. Hill, Commissioner, by deed dated
Sept. 1898, and recorded in Essex South Registry
of Deeds, book 1538, page 550. To have and to hold
the granted premises, with all the privileges and
appurtenances thereto belonging, to the said William
M. Joyce and his heirs and assigns, to their own
use and behoof forever. And I do hereby, for myself,
and my heirs, executors and administrators, cove-
nant with the said grantee and his heirs and
assigns that I am lawfully seized in fee simple
of the granted premises, that they are free from all
incumbrances, except taxes for 1908, which the gran-
tee assumes, that I have good right to sell and
convey the same as aforesaid; and that I will and
my heirs, executors and administrators shall war-

grant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Ellen Fitzgerald hereunto set my hand and seal this thirteenth day of May in the year one thousand nine hundred and eight.

Signed, sealed and delivered in presence of } Ellen Fitzgerald seal
Wm. S. Nichols. } Commonwealth of Massachusetts. Essex

ss. May 13th. 1908. Then personally appeared the above-named Ellen Fitzgerald and acknowledged the foregoing instrument to be her free act and deed before me. Wm S. Nichols. Justice of the Peace.

Essex ss. Recd. May 14, 1908. 30 min. past 9 a. m. Recorded & Examined.

Know all men by these Presents, that I, William M. Joyce of Salem, County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable considerations paid by John J. Bzubeck, of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John J. Bzubeck, a certain parcel of land with the buildings thereon, situated in said Salem, and bounded and described as follows: Beginning at land of White, and running south fifty-six (56) feet to land of the Roman Catholic Archbishop of Boston, thence turning and running east by land of said Archbishop forty-six (46) feet to Herbert Street, thence turning and running north by said Herbert St. fifty-six (56) feet; thence running east by land of Jennings forty-six (46) feet to point begun at. Being the same premises conveyed to me by Ellen Fitzgerald by deed of even date to be recorded herewith. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John J. Bzubeck, and his heirs and assigns, to their own use and behoof forever. And I do hereby, for myself, and my heirs, executors and administrators, covenant with the said grantee and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all

W. M. Joyce
to
J. J. Bzubeck.

incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof, I the said William M. Joyce hereunto set my hand and seal this thirteenth day of May in the year one thousand nine hundred and eight.

Signed, sealed and delivered in presence of } William M. Joyce seal.
 Wm. S. Nichols. } Commonwealth of Massachusetts. Essex ss. May

13th, 1908. Then personally appeared the above named William M. Joyce and acknowledged the foregoing instrument to be his free act and deed, before me,

Wm. S. Nichols. Justice of the Peace.

Essex ss. recd May 14. 1908. 30 min. past 9 a.m. Recorded and Examined.

J. J. Bozubeck
 is
 E. Fitzgerald.

Discharge
B. 2109 P. 330

I know all men by these Presents that I, John J. Bozubeck of Salem, County of Essex and Commonwealth of Massachusetts, in consideration of Twenty-nine Hundred Dollars, paid by Ellen Fitzgerald of Boston, County of Suffolk, Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Ellen Fitzgerald, a certain parcel of land with the buildings thereon, situated in said Salem, and bounded and described as follows: Beginning at land of White and running south fifty-six (56) feet to land of the Roman Catholic Archbishop of Boston, thence turning and running east by land of said Archbishop forty-six (46) feet to Herbert Street, thence turning and running north by said Herbert Street fifty-six (56) feet, thence east by land of Jennings forty-six (46) feet to point begun at. Being the same premises conveyed to me by William M. Joyce by deed of even date, to be recorded herewith. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Ellen Fitzgerald, and her heirs and assigns, to their own use and behoof forever. And I hereby, for myself and my heirs, executors,

and administrators, covenant with the grantee and her heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if I, or my heirs, executors, administrators or assigns, shall pay unto the grantee or her executors, administrators or assigns, the sum of Twenty-nine Hundred dollars, in three years from this date, with interest semi-annually at the rate of five per cent. per annum, and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises, or on any interest therein, or on the debt secured hereby; shall keep the buildings on said premises insured against fire in a sum not less than Twenty-nine Hundred dollars, for the benefit of the grantee, and her executors, administrators, and assigns, in such form and at such insurance offices as they shall approve; and at least two days before the expiration of any policy on said premises, shall deliver to her or them a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant herein contained; then this deed, as also my note of even date herewith, signed by me, whereby I promise to pay to the grantee or order, the said principal sum and instalments of interest at the time aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or her executors, administrators or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof, together with all improvements that may be thereon, by public auction in said Salem, first publishing a notice of the time and place

of sale, once each week for three successive weeks in some one newspaper published in said Salem, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar me and all persons claiming under me from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale, the grantee or her representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to me or my heirs or assigns; and I hereby, for myself and my heirs and assigns, covenant with the grantee and her heirs, executors, administrators and assigns that in case a sale shall be made under the foregoing power, she or they will upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the grantee or her executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed, I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof, I the said John J. Bzubek, hereunto set my hand and seal this thirteenth day of May in the year one thousand nine hundred and eight.

Signed and sealed
in presence of

Wm. S. Nichols.

1908. Then personally appeared the abovenamed John J. Bzubek and acknowledged the foregoing instrument to be his free act and deed, before me.

Wm. S. Nichols.

Justice of the Peace.

Essex ss. Recd May 14. 1908. 30 min. past 9 a.m. Recorded & Examined.



Rev. Joseph Czubek, First Pastor

(Polish American Liturgical Center)

knowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and his assignee are hereby appointed and constituted the attorney or attorneys, irrevocable, of the said grantor to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale. And it is agreed that the grantee, or his executors, administrators, or assignee, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed, the grantor and his successors, heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof I the said Hiram W. Rowell, Trustee, hereunto set my hand and seal this fourth day of October in the year one thousand nine hundred and eleven.

Signed and sealed } Hiram W. Rowell, Trustee seal.
in presence of }
Wheat L. Rowell } Commonwealth of Mass-
achusetts, Essex ss. October 4th

1911. Then personally appeared the above-named Hiram W. Rowell, Trustee and acknowledged the foregoing instrument to be his free act and deed, before me

Wheat L. Rowell Justice of the Peace.

Essex ss. Rec'd. Oct. 9, 1911. 30m. Past 11 a.m. Recorded & Examined.

Discharge.

E. Fitzgerald
to
J. J. Ozubek

I know all men by these presents that I Ellen Fitzgerald, the mortgagee named in a certain mortgage given by John J. Ozubek, to me dated May 13th A. D. 1908, and recorded with Essex So. Dist. Deeds, Book 1918 page 394, do hereby acknowledge that I have received from John J. Ozubek the mortgage named in said mortgage, full payment and satisfaction of the same, and in consideration thereof I do hereby cancel and discharge said mortgage, and release and quitclaim unto the said John J. Ozubek and his heirs and assigns forever, all interest acquired under said mortgage in the premises thereby conveyed. In witness whereof I hereunto set my hand and seal this

ninth day of October a. D. 1911. Ellen Fitzgerald real
Signed and sealed } Commonwealth of Mass-
in the presence of - } chusetts. Suffolk ss. October 9,
1911. Then personally appeared the above-named Ellen
Fitzgerald and acknowledged the foregoing instrument
to be her free act and deed, before me

Charles H. Morrie Justice of the Peace.

Essex ss. Rec'd. Oct. 9, 1911, 59 m. past 11 a. m. Recorded & Examined.

Know all men by these presents that I, John J. Voltrukiewicz
S. Voltrukiewicz, of Salem in the County of Essex and
Commonwealth of Massachusetts, also called John Bob-
trukiewicz, in consideration of Twenty-four hundred
dollars, paid by the Salem Savings Bank, a corporation
duly established by law and located at Salem in the
County of Essex and Commonwealth of Massachusetts,
the receipt whereof is hereby acknowledged, do hereby
give, grant, bargain, sell and convey unto the said
Salem Savings Bank, a certain parcel of land with
the buildings thereon situated in said Salem, and
bounded easterly by Herbert Street fifty-six feet,
southerly by land of the Roman Catholic Arch-
bishop of Boston forty-six feet, westerly by land now
or late of White fifty-six feet, and northerly by land
now or late of Jennings forty-six feet; being the
same premises conveyed to me by deed of John J. Izubek,
dated July 7, 1910, and recorded with Essex So. Dist.
Deeds Book 2036 Page 109. To have and to hold
the above-granted premises, with the rights, ease-
ments and appurtenances thereto belonging, to the
said corporation, the Grantee, its successors and assigns,
to their use and behoof forever. And I the Grantor
for myself and my heirs, executors and administra-
tors, do covenant with the Grantee, its successors and
assigns, that I am lawfully seized in fee simple of
the granted premises; that they are free from all in-
cumbrances; that I have good right to sell and convey
the same to the Grantee, its successors and assigns
forever, as aforesaid, and that I have erected and shall
erect and maintain all the buildings now or here-
after built on said land in strict conformity with the
statutes and local regulations relating to the construc-

John J. Voltrukiewicz
to
The Salem Savings
Bank.

The Salem Savings Bank acknowledges to have re-
ceived full satisfaction for the debt secured by the
deed of mortgage here recorded and doth by its
treasurer hereby cancel and discharge the same.

Salem Savings Bank
by Roland A. Stanley
Treas.

RECORDED
INDEXED

tion and maintenance of Buildings in Massachusetts, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. **Provided nevertheless**, that, if the Grantor or my heirs, executors, administrators or assigns shall pay unto the said corporation, the Grantee (at its banking rooms in said Salem) or its successors or assigns, the sum of Twenty-four Hundred Dollars, in one year from the date hereof, with interest thereon, at the rate of five per cent per annum, payable semi-annually, and, until such payment, shall pay all taxes and assessments, to whomsoever levied or assessed, whether on the granted premises or on any interest therein, or on the debt secured hereby, and whether in the nature of taxes and assessments now in being or not, and keep the buildings now or hereafter standing thereon insured against fire, in a sum satisfactory to the holder hereof, all insurance on the premises to be made payable in case of loss to the Grantee or its successors or assigns, in such form and at such Insurance Office as it or they shall approve, or in default thereof, shall, on demand, pay to the Grantee or its successors or assigns, all such sums as it or they shall reasonably pay for such taxes, assessments and insurance, with interest, and shall not commit or suffer any strip or waste of the granted premises or any breach of any covenant herein contained; then this deed, as also a note dated the day, signed by the Grantor whereby for value received I promise to pay the Grantee or order the said principal sum and interest at the times aforesaid, shall be void. Said Grantor hereby covenants and agrees for the consideration aforesaid to punctually pay said taxes and assessments, and not to make claim to any reimbursements whatever therefor, and the non-payment of such taxes and assessments when due and at any time after interest is charged thereon shall be deemed a breach of this mortgage. **But if default shall be made in the payment of any of the sums above mentioned, or the interest thereon, or any part thereof, or of any provision or covenant hereof, then the Grantee**

or its successors or assigns may sell the granted premises, or such portion as may remain subject to this mortgage, in case of any partial release thereof, with all the improvements that may be thereon, at public auction, either as a whole or by parcels; such sale to be in said Salem, without notice or demand, except giving notice of the time and place of sale, once in each of the three successive weeks, in any one newspaper published in said Salem and in its or their own name or names, or as attorney of the Grantor for that purpose hereby duly authorized, convey the same absolutely and in fee simple, to the purchaser accordingly; and as such attorney may assign any policies of fire insurance held by the mortgagee or its assigns; and out of the proceeds of such sale retain all sums then received by this deed (whether then or thereafter payable) with interest and all costs and expenses, and one percent of the purchase money for the services of the Grantee in making said sale; paying the surplus, if any, to the Grantor or my heirs or assigns appearing of record entitled thereto, on demand; and such sale shall forever bar the Grantor and all persons claiming under me from all right and interest in the premises at law and in equity. And it is mutually agreed that the benefit of any entry shall enure to any purchaser at said sale, who shall be held to claim thereunder in case of any defect in the sale; that the Grantee or its successors or assigns may purchase at said sale, and that no other purchaser shall be answerable for the application of the purchase money. And the Grantor for myself and my heirs and assigns, do further covenant with the Grantee and its successors and assigns, that on such sale I, or they will, upon request, execute and deliver such a release as shall confirm said sale, and vest the title to the premises sold in the purchaser thereof. And in case of any default as aforesaid I will and my heirs, executors, administrators and assigns shall upon demand pay all expenses incurred and reasonable charges made in advertising, selling or foreclosing this mortgage, whether such foreclosure is completed or not. And provided also, that until some breach of any of the conditions of this deed, the Grantee shall

have no right to sell or to enter and take possession of the premises, and for said consideration I Antonina Boltrukiewicz, wife of the said John S. Boltrukiewicz, do hereby release to the Grantee and its successors and assigns all right of Dower and Homestead in the granted premises, and proceeds thereof in case of sale, and agree to join in any confirmation of such sale. *IN WITNESS WHEREOF* we, the said John S. Boltrukiewicz and Antonina Boltrukiewicz, have hereunto set our hands and seals this ninth day of October in the year of our Lord one thousand nine hundred and eleven.

Signed, sealed and delivered in presence of U. G. Haskell, to both } John Boltrukiewicz seal.
 } Antonina ^{per} X Boltrukiewicz seal.
 } ^{mark} Commonwealth of Massachusetts. Essex, ss. October 9, 1911. Then personally appeared the above-named John S. Boltrukiewicz, and acknowledged the above instrument to be his free act and deed, before me

Ulysses G. Haskell Justice of the Peace.

Essex ss. Rec'd Oct. 9, 1911, 59 m. past 11 a.m. Recorded & Examined

Discharge.

Salem Co-op. Bank

to

J. G. Grant
(ex. L. P. & S.)

Approved, William P. Dennis Director.

Know all men by these presents that the Salem Co-operative Bank of Salem, Mass., the mortgagee named in a certain mortgage given by Levi P. G. Grant and Irene G. Grant his wife in her right, both of Beverly, Count- of Essex and Commonwealth of Massachusetts. Dated Oct. 12, A.D. 1907, and recorded with Essex So. Dist. Deeds, Lib. 1895, Fol. 585, hereby acknowledges that it has received from Irene G. Grant, the mortgagor named in said mortgage full payment and satisfaction of the same, and in consideration thereof, it hereby cancels and discharges said mortgage and releases and quit-claims unto the said Irene G. Grant and her heirs and assigns forever the premises thereby conveyed. *IN WITNESS WHEREOF*, the said Salem Co-operative Bank has caused its corporate seal to be hereunto affixed, and these presents to be signed, acknowledged, and delivered in its name and behalf by Albert E. Mackintire its treasurer, this day of Sep. 11, 1911.

Signed and sealed in presence of } Salem Co-operative Bank seal.
 } By Albert E. Mackintire, Treasurer.
 } Ed. C. Battie } Commonwealth of Mass.



Figure 17 An early photograph of the St. Joseph Society with Father Joseph Czubek (in front of pillar on the right) in front of the original St. John the Baptist Church (later part of the parish school) on Herbert Street, c.1903-1909. (Raymond Sobocinski)

(Stanton, Cathy. In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood. Boston, MA: Northeast Region Ethnography Program, National Park Service, 2009)

now there are more than 2000.

A great deal has been accomplished by Fr Czubek for the people of his parish. No priest works harder or is more attentive to material as well as spiritual needs. His success has won the admiration of a large number of people not affiliated with his church.

In the past eight years he has purchased more than 100 dwellings for young married couples of his parish.

Article celebrating Reverend Czubek.

Rev. Joseph J. Czubek

SALEM, March 27—Rev. Joseph J. Czubek, 64, pastor of St. John's Catholic Church, a Polish parish, died today at the rectory, St. Peter st.

The dean of Polish Catholic clergy in this diocese, he spent many years in this city looking after the religious interests of the Polish people, and was responsible for the erection of the present St. John's Church edifice, and the growth of the parish.

He was born in Toledo, O., the son of James and Mary (Nowak) Czubek. He is survived by two brothers, Anthony and Francis of Toledo; two sisters, Mrs. Martha Lotarski of Salem and Sister Mary Imalda of St. Francis Convent, Sylvania, O.; and several nieces and nephews.



Figure 19 Schoolchildren and Felician nuns from the Polish school in procession from school to church in the 1940s. (Linda Moustakis)

(Stanton, Cathy. In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood. Boston, MA: Northeast Region Ethnography Program, National Park Service, 2009)



Figure 33 The edge of the fire zone at the foot of Herbert Street, with the steeple of the Polish church, by then in use as the parish school, visible just beyond the burned building and Immaculate Conception Church on the left. (Arthur Barnett Jones, *The Salem Fire*)

(Stanton, Cathy. In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood. Boston, MA: Northeast Region Ethnography Program, National Park Service, 2009)



(St. Mary's Cemetery, Salem Massachusetts. Findagrave.com Memorial ID: 146951826)

hereby acknowledges that it has received from Emma S. Paradis, present owner of the equity in the premises mortgaged, full payment and satisfaction of the same, and in consideration thereof it hereby cancels and discharges said mortgage and releases and quitclaims unto the said Emma S. Paradis and her heirs and assigns forever the premises thereby conveyed. In witness whereof, the said Salem Cooperative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Albert C. Mackintire its Treasurer, this thirteenth day of August A. D. 1910.

Approved George W. Pilsbury Attorney

Signed and sealed in presence of R. B. Buckham

Salem Cooperative Bank seal.
By Albert C. Mackintire Treasurer
Commonwealth of Massachusetts
Essex ss. August 13, 1910. Then

personally appeared the above-named Albert C. Mackintire and acknowledged the foregoing instrument to be the free act and deed of the Salem Cooperative Bank before me D. W. Duill Justice of the Peace.

Essex ss. Recd. Aug. 13, 1910. 10 m past 12 P.M. Recorded + Examined.

I know all men by these presents that I, John J. Logubek of Salem, Essex County, Massachusetts, in consideration of one dollar and other valuable considerations paid by John Stanislaus Boltrukiewicz of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John Stanislaus Boltrukiewicz, a certain parcel of land with the buildings thereon, situate in said Salem, bounded and described as follows: Beginning at the northeast corner thereof at land of White and running southerly by said land of White fifty-six feet to land now or formerly of the Roman Catholic Archbishop of Boston, thence turning and running easterly by said land of the Roman Catholic Archbishop forty-six feet to Herbert Street, thence turning and running northerly by said Herbert Street fifty-six feet to land now or formerly of Jennings, thence turning and running easterly by said land now or formerly of Jennings forty-six feet to said land of White at the point of beginning. Being the same premises conveyed to me by deed of William M. Joyce, dated May 13, 1908 and record-

J. J. Logubek
to
J. S. Boltrukiewicz

ed at Essex South District Registry of Deeds, Book 1918, Page 393. Said premises are conveyed subject to a mortgage for twenty-nine hundred dollars and the taxes assessed April 1, 1910; both of which the grantee hereby assumes and agrees to pay. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John Stanislaus Boltrubkiewicz and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors, and administrators, covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, except as aforesaid; that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators, shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons, except as aforesaid. In witness whereof I the said John J. Logulek hereunto set my hand and seal this seventh day of July in the year one thousand nine hundred and ten.

Signed and sealed

in presence of

Albert S. Richardson

John J. Logulek seal
Commonwealth of Massachusetts.
Essex ss. July 7, 1910.

Then personally appeared the above-named John J. Logulek and acknowledged the foregoing instrument to be his free act and deed, before me,

Albert S. Richardson

Notary Public

Essex ss. Reid. Aug. 13, 1910. 45 m past 12 P.M. Recorded and Examined.

J. B. Ryan
to

A. J. Madden
(by S. W. M.)

I know all men by these presents that I, John B. Ryan, of Swampscott, in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations paid by Annie J. Madden, wife of Stephen W. Madden of said Swampscott, the receipt whereof is hereby acknowledged, do hereby give grant, bargain, sell and convey unto the said Annie J. Madden, a certain parcel of land situate in said Swampscott and bounded northerly by other land of the grantee there measuring one hundred (100) feet; easterly by land of Nicholas Webber, there measuring fifty (50) feet; southerly by other

COMMONWEALTH OF MASSACHUSETTS

455

RETURN OF A DEATH

SALEM
(CITY OR TOWN.)

FULL NAME Waclaw Boltrukiewicz Registered No. 599

Place of Death* Salem, 10 1/2 Herbert St. Date of Death Oct 11 1909

Residence Salem, 10 1/2 Herbert St. Age - years - months 12 days

STATISTICAL DETAILS			PHYSICIAN'S CERTIFICATE	
SEX <u>m.</u>	COLOR <u>w.</u>	SINGLE, MARRIED, WIDOWED, OR DIVORCED	<p>I HEREBY CERTIFY that I attended deceased during last illness, from <u>Oct 4</u> 190<u>9</u> to <u>Oct 8</u> 190<u>9</u>, that to the best of my knowledge and belief death occurred on the date stated above, and that the CAUSE OF DEATH was as follows:</p> <p>Primary: <u>Broncho Pneumonia</u></p> <p>..... (DURATION) DAYS</p> <p>Contributory:</p> <p>..... (DURATION) DAYS</p> <p>(Signed) <u>M. J. Field</u> M.D. <u>Oct 11</u> 190<u>9</u>. (Address) <u>Salem</u></p> <p>SPECIAL INFORMATION only for Hospitals, Institutions, Transients, or Recent Residents.</p> <p>How long at Place of Death? years months days</p> <p>Where was disease contracted, if not at place of death?</p> <p>Filed <u>Oct 11</u> 190<u>9</u> <u>Clifford Estep</u> City Clerk</p> <p>* City or town, street and number, if any. If death occurs away from USUAL RESIDENCE, give facts called for under "Special Information." If in a Hospital or Institution, give its NAME instead of street and number. † In case of married or divorced woman, or widow. ‡ State or country; also city, town or county, if known. § Name and address of person giving statistical details. Name of cemetery.</p>	
MAIDEN NAME †				
HUSBAND'S NAME †				
BIRTHPLACE † <u>Salem Mass.</u>				
NAME OF FATHER <u>John Boltrukiewicz</u>				
BIRTHPLACE OF FATHER † <u>Russia Poland</u>				
MAIDEN NAME OF MOTHER <u>Antonina Siegiez</u>				
BIRTHPLACE OF MOTHER † <u>Russia Poland</u>				
OCCUPATION				
INFORMANT † <u>John Boltrukiewicz</u>				
PLACE OF BURIAL OR REMOVAL † <u>St. Marys</u>		DATE OF BURIAL <u>Oct. 12</u> 190 <u>9</u>		
UNDERTAKER <u>Thos. & Little</u>		ADDRESS <u>Salem.</u>		

Death certificate for Wclaw Boltrukiewicz, who died in infancy in 1909 due to pneumonia. (Massachusetts Vital Records, 1840–1911. New England Historic Genealogical Society, Boston, Massachusetts.)



(St. Mary's Cemetery, Salem Massachusetts. Findagrave.com Memorial ID: 181042919)



(Boltrukiewicz Family Plot, Saint Mary's Cemetery, Salem, Massachusetts. Findagrave.com Memorial ID: 180272170)



(Boltrukiewicz Family Plot, Saint Mary's Cemetery, Salem, Massachusetts. Findagrave.com Memorial ID: 180272170)

See
B. 5481
P. 715

I, John S. Boltrukiewicz

of Salem, Essex County, Massachusetts,
~~being married~~, for consideration paid, grant to Stanislaw (Stanley) F. Boltrukiewicz,
Wladislawa P. (Alice P.) Boltrukiewicz, Jane D. Boltrukiewicz, Bron-
islawa C. (Bertha C.) Panek, as tenants in common, all

of said Salem, ^{with my claim conveyed}
but reserving to myself a life estate in the after described premises
~~to be~~ A certain parcel of land #14 Herbert Street, situate in said
Salem, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the northeast corner thereof at the land of White and
running southerly by said land of White 24½ feet to other land of
the grantor; thence turning and running easterly by said land of
grantor 46 feet to Herbert Street; thence turning and running
northerly by said Herbert Street 24½ feet to land now or formerly of
Jennings; thence turning and running westerly by said land now or
formerly of Jennings 46 feet to land of said White and the point of
beginning.

Being part of the same premises conveyed to me by deed of John J.
Czubek dated July 7, 1910, and recorded with Essex South District
Registry of Deeds, Book 2036, Page 109.

The consideration for this deed is less than one hundred dollars.

I, Antonina Boltrukiewicz, ^{husband} of said grantor,
wife

release to said grantee all rights of ~~tenancy by the entirety~~
dower and homestead and other interests therein.

Witness OUR hand and seal this 9th day of September 19 53

Francis Rafter John S. Boltrukiewicz
Antonia X. Boltrukiewicz
witness to both mark
signature and signature mark

The Commonwealth of Massachusetts

Essex ss. September 9th 1953

Then personally appeared the above named John S. Boltrukiewicz

and acknowledged the foregoing instrument to be his free act and deed, before me

Francis Rafter
Notary Public - ~~State of the State~~

My commission expires Sept. 27, 1957

Essex ss. Recorded Sept. 10, 1953. 57 m. past 9 A.M.

We, Stanislaw (Stanley) F. Boltrukiewicz, Wladislawa P. (Alice P.) Boltrukiewicz, Jane D. Boltrukiewicz and Bronislawa C. (Bertha C.) Panek, as tenants in common, all of Salem, Essex County, Massachusetts, All of the foregoing being unmarried with the exception of Bronislawa C. (Bertha C.) Panek, for consideration paid, grant to Stanislaw ~~xxx~~ (Stanley) F. Boltrukiewicz, Wladislawa P. (Alice P.) ~~County of Massachusetts~~ Boltrukiewicz, Jane D. Boltrukiewicz and Bronislawa C. (Bertha C.) Panek, as joint tenants with rights of survivorship and not as tenants in common, all of Salem, Essex County, Massachusetts ~~the land~~ with quitclaim covenants A certain parcel of land #14 Herbert Street, situate in said Salem, bounded and described as follows:

Beginning at the northeast corner thereof at the land of White and running southerly by said land of White 24 1/2 feet to other land of the grantor; thence turning and running easterly by said land of grantor 46 feet to Herbert Street; thence turning and running northerly by said Herbert Street 24 1/2 feet to land now or formerly of Jennings; thence turning and running westerly by said land now or formerly of Jennings 46 feet to land of said White and the point of beginning.

Being part of the same premises conveyed to Stanislaw (Stanley) F. Boltrukiewicz, Wladislawa P. (Alice P.) Boltrukiewicz, Jane D. Boltrukiewicz and Bronislawa C. (Bertha C.) Panek, as tenants in common, by deed of John S. Boltrukiewicz, dated September 9, 1953 and recorded with Essex South District Registry of Deeds, Book 4008, Page 247.

The consideration for this deed is less than one hundred dollars.

I, Henry J. Panek, husband ~~and~~ wife of said grantor, Bronislawa C. (Bertha C.) Panek

release to said grantee all rights of tenancy by the curtesy ~~and other interests therein~~ and other interests therein.

Witness our hands and seals this twenty-first day of October, 19 65

Thaddeus Buczko (Witness to all first signatures) Stanislaw F. Boltrukiewicz Wladislawa P. Boltrukiewicz Jane D. Boltrukiewicz Bronislawa C. Panek Henry J. Panek

The Commonwealth of Massachusetts

Essex, ss. October 21, 19 65

Then personally appeared the above named Stanislaw (Stanley) F. Boltrukiewicz, Wladislawa P. (Alice P.) Boltrukiewicz, Jane D. Boltrukiewicz, and Bronislawa C. (Bertha C.) Panek and Henry J. Panek,

and acknowledged the foregoing instrument to be their free act and deed, before me

Thaddeus Buczko Notary Public

My commission expires June 9, 19 67

See B. 5481 P. 713 See B. 5533 P. 53 See B. 10150 P. 196

See
B.13887
P 206

I, Jane D. Boltrukiewicz

of 16 Herbert Street, Salem, Essex

County, Massachusetts,

being unmarried, for ^{/nominal} consideration paid, and in full consideration of One (\$1.00) Dollar

grant to Jane ^{/D.} Boltrukiewicz, Trustee of the "Jane ^{/D.} Boltrukiewicz Trust" u/d/t dated JUNE 3rd, 1994 and recorded herewith

of 16 Herbert Street, Salem, MA

with quitclaim covenants

Notarized

XXXXXXXXXXXXXXXXXXXXXX

06/07/94 02:46 Inst 447

BK 12610 PG 31

PROPERTY ADDRESS: 14 Herbert Street Salem, Massachusetts

A certain parcel of land #14 Herbert Street, situate in said Salem, bounded and described as follows:

Beginning at the northeast corner thereof at the land of White and running southerly by said land of White 24 1/2 feet to other land of the grantor; thence turning and running easterly by said land of grantor 46 feet to Herbert Street; thence turning and running northerly by said Herbert Street 24 1/2 feet to land now or formerly of Jennings; thence turning and running westerly by said land now or formerly of Jennings 46 feet to land of said White and the point of beginning.

Being part of the same premises conveyed to Stanislaw (Stanley) F. Boltrukiewicz, Wladislawa P. (Alice P.) Boltrukiewicz, Jane D. Boltrukiewicz and Bronislawa C. (Bertha C.) Panek, as joint tenants with rights of survivorship and not as tenants in common by deed of Stanislaw (Stanley) F. Boltrukiewicz, et als, as tenants in common dated October 21, 1965 and recorded with the Essex South District Registry of Deeds in Book 5322, Page 40.

The consideration for this deed being nominal, no revenue stamps are hereto affixed.

NO TITLE EXAMINATION DONE IN CONNECTION WITH THIS TRANSFER.

Witness my hand and seal this 3rd day of June, 1994.

Jane D. Boltrukiewicz

Jane D. Boltrukiewicz

The Commonwealth of Massachusetts

Essex ss.

June 3, 1994

Then personally appeared the above named Jane D. Boltrukiewicz

and acknowledged the foregoing instrument to be her free act and deed before me

Jane D. Boltrukiewicz

Notary Public

My commission expires

3/6 1998

(*Individual — Joint Tenants — Tenants in Common.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantor and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

06/07/1994 Doc: 0447



10
Jane D. Boltrukiewicz Trust
u/d/t dated June 3rd, 1994
Recorded in the Essex South District Registry
of Deeds in Book 12610, Page 26

ACCEPTANCE OF APPOINTMENT AS TRUSTEE

I, Henry F. Panek, 17 Glendlough Road, Dallas, PA 18612, in
accord with the terms of said trust accept appointment as Successor
Trustee to Jane D. Boltrukiewicz who died on March 20th, 1996,
(death certificate is recorded herewith).

Date: 3-20-96

Henry F. Panek
Henry F. Panek

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 20th, 1996

Then personally appeared the above named Henry F. Panek and
acknowledged the foregoing instrument to be his free act and deed
before me,

Jane I. Lindgren
Notary Public
My Commission Expires

PROPERTY ADDRESS: 14 Herbert Street
Salem, MA 01970

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUALS)
I, Henry F. Panek, both Individually and as Successor Trustee of
the Jane D. Boltrukiewicz Trust, u/d/t dated June 3, 1994 and
recorded with the Essex So. District Registry of Deeds in
Book 12610, Page 26
of 17 Glendlough Road, Dallas, Pennsylvania County, Massachusetts,

~~has been granted~~ for consideration paid, and in full consideration of One Hundred Five
Thousand and 00/100 (\$105,000.00) Dollars
grant to Arron DiBella and Kenneth F. DiBella as Joint Tenants with
Right of Survivorship both
of 41 Juniper Drive, Saugus, MA with quitclaim covenants

~~XXXXXXXXXX~~

(Description and encumbrances, if any)

12/13/96 10:00 Inst 115
BK 13887 PG 208

FOR COMPLETE LEGAL DESCRIPTION
See Exhibit "A" Attached hereto

DEEDS REC 10
ESSEX SOUTH

12/13/96
CANCELLED

TAX 478.60
CASH 478.60

7658A000 09:59
EXCISE TAX

Witness my hand and seal this 4th day of December, 1996

Henry F. Panek
Henry F. Panek, Individually
and As Successor Trustee of
Jane D. Boltrukiewicz Trust as
aforesaid
PENNSYLVANIA

The Commonwealth of ~~Massachusetts~~

COUNTY OF: ~~XX~~ Luzerne December 4th 1996

Then personally appeared the above named Henry F. Panek, Individually and
as Trustee as aforesaid
and acknowledged the foregoing instrument to be his free act and deed before me

Larry C. Lynch
Notary Public - ~~XXXXXXXXXX~~

My commission expires _____ 19____
Notary Seal
Larry C. Lynch, Notary Public
Wilkes-Barre, Luzerne County
My Commission Expires July 28, 1997

(* Individual - Joint Tenants - Tenants in Common.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 of 1969
Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee
and a recital of the amount of the full consideration thereof in dollars and the nature of the other consideration therefor, if not delivered for a
specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances
assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply
with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with
the requirements of this section.

Exhibit A

BK 13887 PG 209

Parcel One: A certain parcel of land at #14 Herbert Street, situate in Salem, Essex County, Commonwealth of Massachusetts together with the buildings thereon, bounded and described as follows:

Beginning at the northwest corner thereof [mistakenly described in previous deed as the northeast corner] at land formerly of White, now of grantor, and running

Southerly	by Parcels A & then B as shown on plan hereinafter described, 24½ feet to land formerly of grantor, later of Matter; thence turning and running	
Easterly	by said land of Matter, to Herbert Street; thence turning and running	46 feet
Northerly	by said Herbert Street, to land now or formerly of Jennings; thence turning and running	24½ feet
Westerly	by said land now or formerly of Jennings, to said Parcel A and the point of beginning.	46 feet

Being the same premises conveyed to Jane D. Boltrukiewicz, Trustee by deed dated June 3, 1994 and recorded with Essex South District Registry of Deeds in Book 12610, Page 031.

Subject to easement as described in deed to Michael Matter et al dated December 12, 1996 over that certain parcel of land shown in Detail "D" and described as "Easement for the benefit of #16 Herbert Street" on "Plan of Land in Salem, MA, prepared for The Lundregan Law Offices, dated October 28, 1996," Hancock Survey Associates, Inc., said plan being filed with said Registry simultaneously with deed to Michael Matter et al dated December 12, 1996 and recorded in Book 13886, Page 528.

Parcel Two: A certain parcel of land with frontage on Union Street, said Salem, and being contiguous to Parcel One above, and being shown as Parcel A on the aforesaid plan, containing 934 square feet, more or less.

Subject to an easement over a three-foot wide portion of said Parcel A as shown on said plan, for the benefit of #16 Herbert Street as set forth in the above-described deed to Michael Matter et al.

For title see deed of Jane D. Boltrukiewicz dated June 3, 1994 and recorded with said Registry in Book 12610, Page 033.

10

TRUSTEE'S CERTIFICATE

Reference is hereby made to that certain Declaration of Trust establishing the Jane D. Boltrukiewicz Trust u/d/t dated June 3, 1994 and recorded with the Essex County Registry of Deeds in Book 12610, Page 26.

Pursuant to the terms of the Trust, the undersigned hereby certifies as follows:

1. That the Trust is currently in full force and effect and has not been terminated;
2. That the undersigned is the sole Trustee of the Trust;
3. That the undersigned has been authorized by all of the beneficiaries of the trust to convey the premises located at 14 Herbert Street, Salem, MA to Arron DiBella for consideration in the amount of One Hundred Five Thousand (\$105,000.00) Dollars.

Date: December 4 , 1996

Henry F. Panek

 Henry F. Panek, Trustee of
 the Jane D. Boltrukiewicz Trust
 u/d/t dated June 3, 1994

STATE OF PENNSYLVANIA

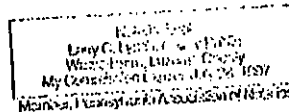
COUNTY OF: *LUCAS* , ss.

December 4 , 1996

Then personally appeared the above named Henry F. Panek, Trustee as aforesaid and hereby acknowledged the foregoing instrument to be his free act and deed before me.

[Signature]

 Notary Public
 My Commission Expires:

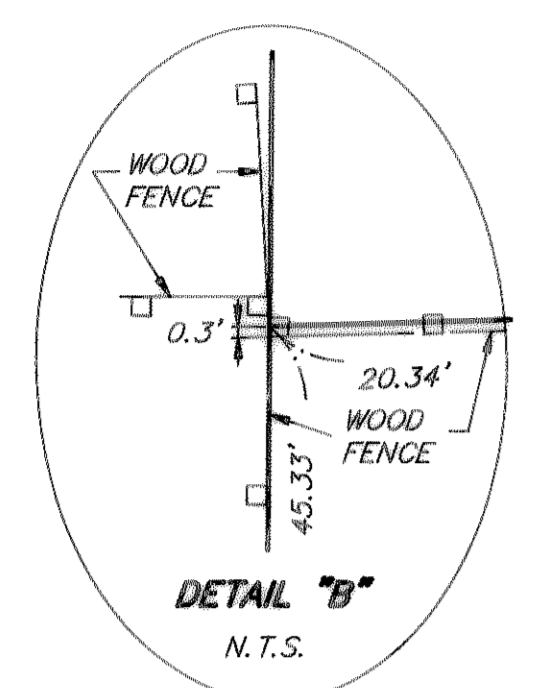


Return to:

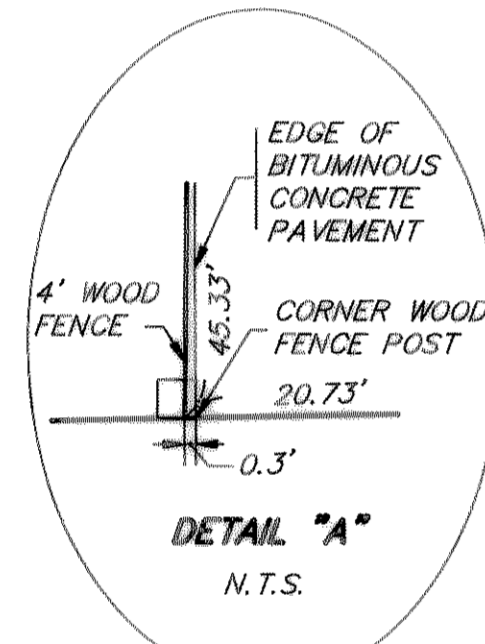
Krone & Associates
 25 First St. Cambridge 02141

95
312

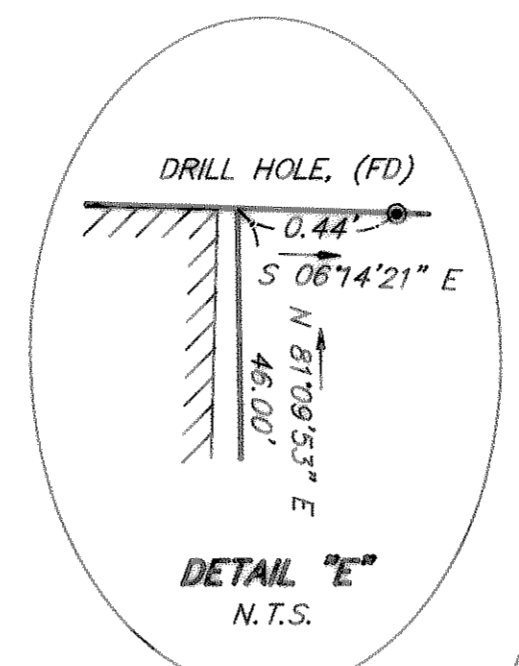
MAGNETIC MERIDIAN
OCTOBER 1, 1996



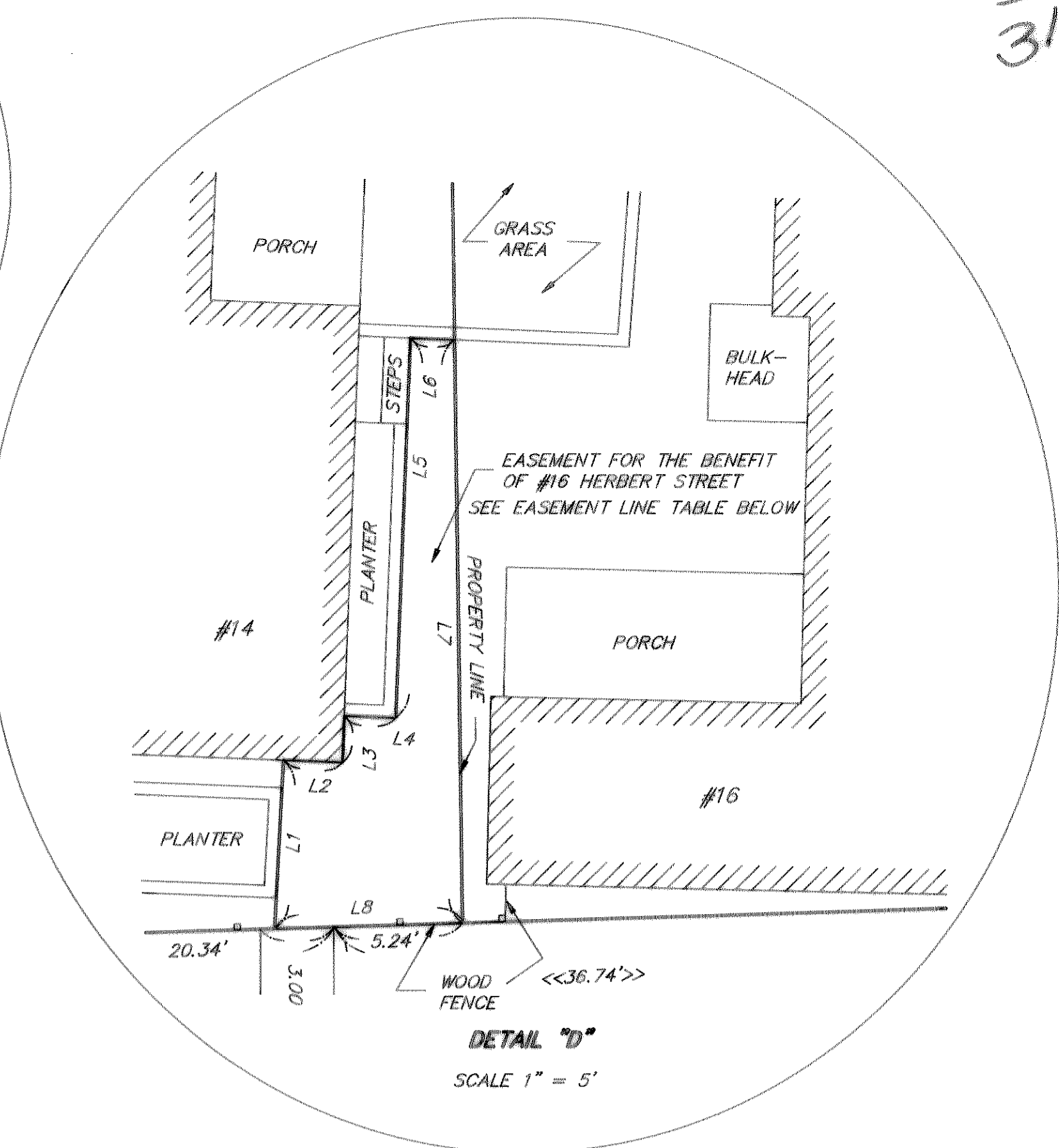
DETAIL "B"
N.T.S.



DETAIL "A"
N.T.S.



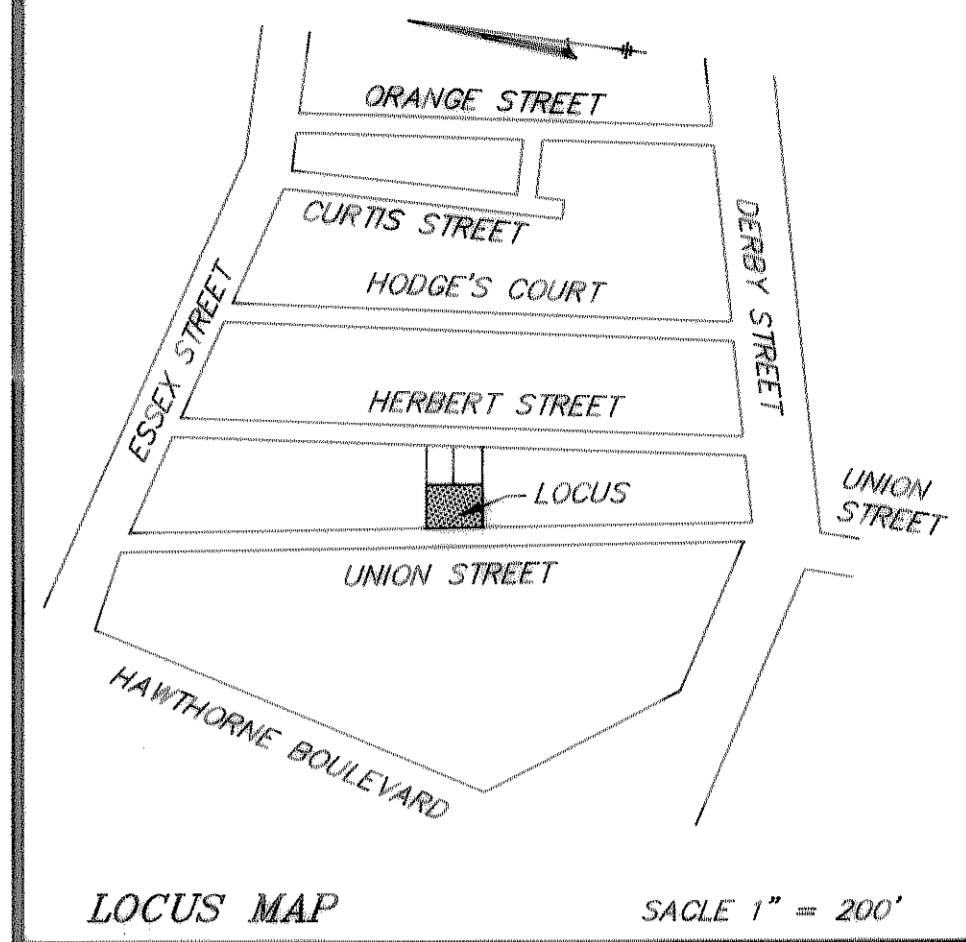
DETAIL "E"
N.T.S.



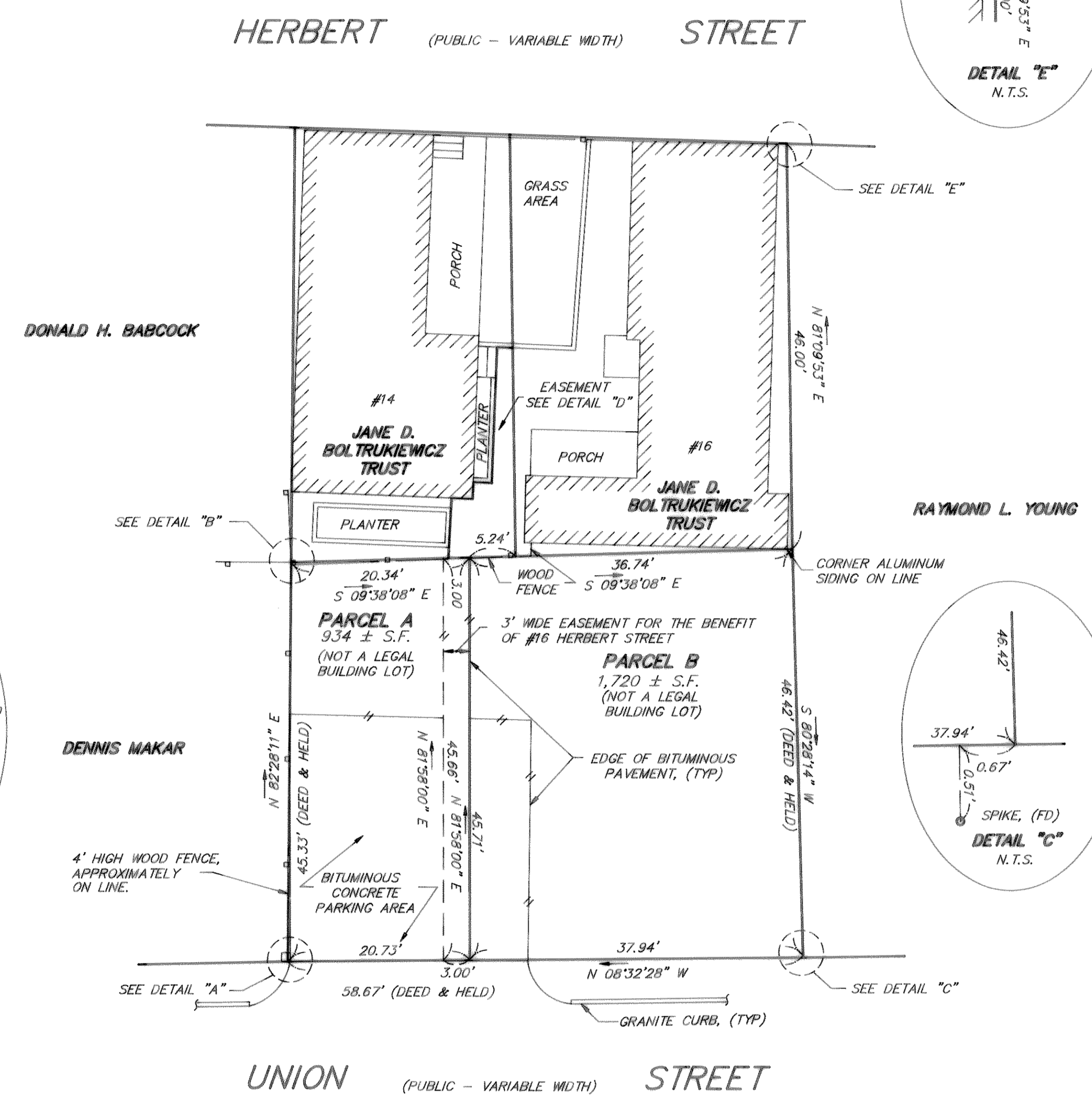
DETAIL "D"
SCALE 1" = 5"

EASEMENT LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 84°58'52" E	6.56'
L2	S 05°48'54" E	2.53'
L3	N 84°11'06" E	2.15'
L4	S 05°36'54" E	1.98'
L5	N 84°13'49" E	15.46'
L6	S 05°36'54" E	1.80'±
L7	N 81°11'58" E	23.68'
L8	N 09°38'08" W	7.66'±



LOCUS MAP
SCALE 1" = 200'



ASSESSORS:

MAP 35, LOT 307

ZONING:

RESIDENCE DISTRICT R-2

REFERENCES:

DEED BOOK 12610, PAGE 33

NOTES:

- 1.) PARCELS A AND B ARE PRESENTLY OWNED BY JANE D. BOLTRUKIEWCZ TRUST, HENRY F. PANEK, TRUSTEE, DEED BOOK 12610, PAGE 33.
- 2.) PARCEL A IS TO BE COMBINED WITH #14 HERBERT STREET TO FORM ONE CONTIGUOUS LOT.
- 3.) PARCEL B IS TO BE COMBINED WITH #16 HERBERT STREET TO FORM ONE CONTIGUOUS LOT.

RECORD OWNER:

JANE D. BOLTRUKIEWCZ TRUST
HENRY F. PANEK, TRUSTEE
7 GLENDOUGH ROAD
DALLAS, PA 18612

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

10-31-96
DATE PROFESSIONAL LAND SURVEYOR

FOR REGISTRY USE

PLAN BOOK 312 PLAN 95
RECEIVED December 12, 1996
with Deed, Jane D. Boltrukiewicz Trust to Michael Makar & Dennis Makar
J. J. Sobush
Register of Deeds

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.

SALEM PLANNING BOARD
H. B. Payne III
J. J. Sobush
William J. Quinn
Amberley Driscoll
DATE: 11/7/96

PLAN OF LAND
IN
SALEM, MA
PREPARED FOR
THE LUNDREGAN LAW OFFICES

SCALE: 1" = 10' OCTOBER 28, 1996
0 5 10 20 40



10-31-96

HSA HANCOCK SURVEY ASSOCIATES, INC.
235 NEWBURY STREET, DANVERS, MASSACHUSETTS 01923

CHECKED BY: CWS

25
Return: Joyce A. Motta, Esq
208 Derby St.
Salem, MA 01970

06/29/99 2:18 inst. 538
BK 15774 PG 382

QUITCLAIM DEED


WE, **Aaron DiBella and Kenneth F. DiBella**, as Joint Tenants with Right of Survivorship both of Salem, Massachusetts, grant to **James A. Ayube and Christina M. Ayube**, Tenants by the Entirety,


for consideration of One Hundred and Eighty Thousand Dollars and 00/100 (\$180,00.00)

with Quitclaim Covenants

The land and buildings thereon known and numbered as 14 Herbert Street, Salem, Essex County, Massachusetts and more particularly described in Exhibit "A" attached hereto.

Witness our hands and seals this 29th day of June 1999.


Aaron DiBella


Kenneth F. DiBella

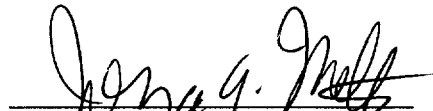
14 Herbert Street, Salem, MA

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

June 29, 1999

Then personally appeared the above-named Aaron DiBella and Kenneth F. DiBella and acknowledged the foregoing instrument to be their free act and deed, before me.


Notary Public, Joyce A. Motta

My Commission Expires: 6-7-2002

CANCELLED
SALEM
DEEDS REG 10
ESSEX SOUTH

06/29/99 2:14PM 01
000000 #5565

FEE \$820.80
CASH \$820.80

EXHIBIT A

Parcel one: A certain parcel of land at #14 Herbert Street, situate in Salem, Essex County, Commonwealth of Massachusetts together with the buildings thereon, bounded and described as follows:

Beginning at the northwest corner thereof (mistakenly described in previous deed as the northeast corner) at land formerly of white, now or grantor and running

SOUTHERLY BY Parcels A & B as Shown on plan hereinafter described, 24½ feet to land formerly of grantor, later of Matter, thence turning and running;

EASTERLY BY said land of Matter, 46 feet to Herbert Street; thence turning and running,

NORTHERLY BY said Herbert Street 24 1/2 feet , to land now or formerly of Jennings; thence turning and running,

WESTERLY BY said land now or formerly of Jennings, 46 feet to said Parcel A and the point of beginning.

Parcel One: Subject to easement described in deed to Michael Matter et al December 12, 1996 over that certain parcel of land shown in detail "D" and described as "Easement for the benefit of #16 Herbert Street" on "Plan of Land in Salem, MA prepared for the Lunregan Law Offices, dated October 28, 1996" Hancock Survey Associates, Inc. said plan being filed with said Registry simultaneously with deed to Michael Matter et al dated December 12, 1996 and recorded in Book 13886, Page 525.

Being the same premises conveyed to Aaron DiBella and Kenneth DiBella by deed dated December 4, 1996 with Essex South Registry, in Book 13887, Page 208.

Parcel Two: A certain parcel of land with frontage on Union Street, said Salem, and being contiguous to Parcel One above, and being shown as Parcel A on the aforesaid plan, containing 934 square feet, more or less.

Parcel Two: Subject to an easement over a three-foot wide portion of said Parcel A as shown on said plan, for the benefit of #16 Herbert Street as set forth in the above-described deed to Michael Matter et

For title see deed of Aaron DiBella and Kenneth DiBella dated December 4, 1997 with the Essex South registry in Book 13887, Page 208.

14 Herbert Street, Salem, MA

RESIDENTIAL CONDOMINIUM UNIT DEED

2004013000891 Bk:22349 Pg:39
01/30/2004 15:32:00 DEED Pg 1/4

I, Timothy J. Hallinan, III, of Salem, Essex County, Massachusetts

for consideration paid in the amount of One Hundred Eighty Thousand (\$180,000.00) Dollars

grants to Cynthia A. Clark, of 14 Herbert Street, Unit #2, Salem, Massachusetts 01970

with QUITCLAIM COVENANTS

Unit No. 2 of the 14 HERBERT STREET CONDOMINIUM created by Master Deed dated January 29, 2004 and recorded with the Essex South Registry of Deeds on January 29, 2004 in Book 22337, Page 177, and shown on a plan recorded in said Registry of Deeds as:

The Post Office address of the unit is 14 Herbert Street, Unit 2, Salem, Massachusetts.

The unit is shown on a plan recorded herewith (if this is the first conveyance of the unit) or with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 50%.

For my title, see deed of James A. Ayube et al in Book 20369, Page 437.

Executed under seal this 30 day of January, 2004.


TIMOTHY J. HALLINAN, III

COMMONWEALTH OF MASSACHUSETTS

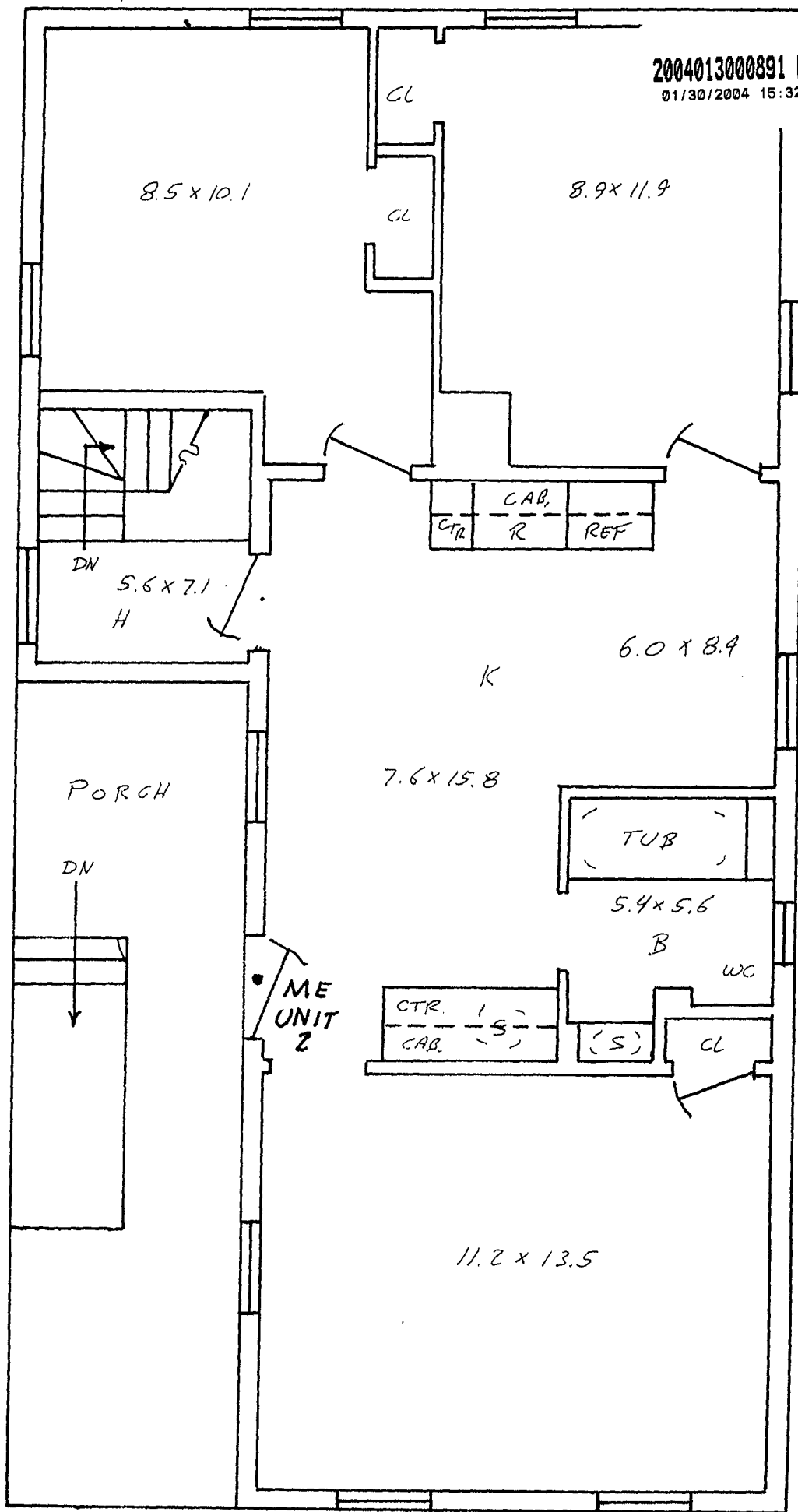
ESSEX, ss

JANUARY 30, 2004

Then personally appeared the above-named Timothy J. Hallinan, III and acknowledged the foregoing to be his free act and deed, before me


DONNA DIGIOVANNI
NOTARY PUBLIC
My commission expires: 12/04/2009

SALEM
DEEDS REG. TO
ESSEX SOUTH
01/30/04 3:35PM
01
000000 #3208
FEE \$820.80
CASH \$820.80

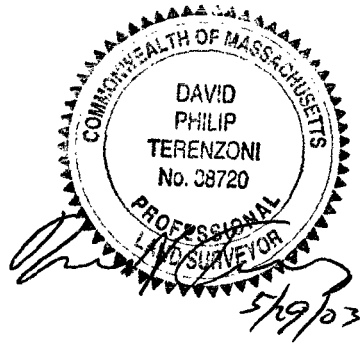


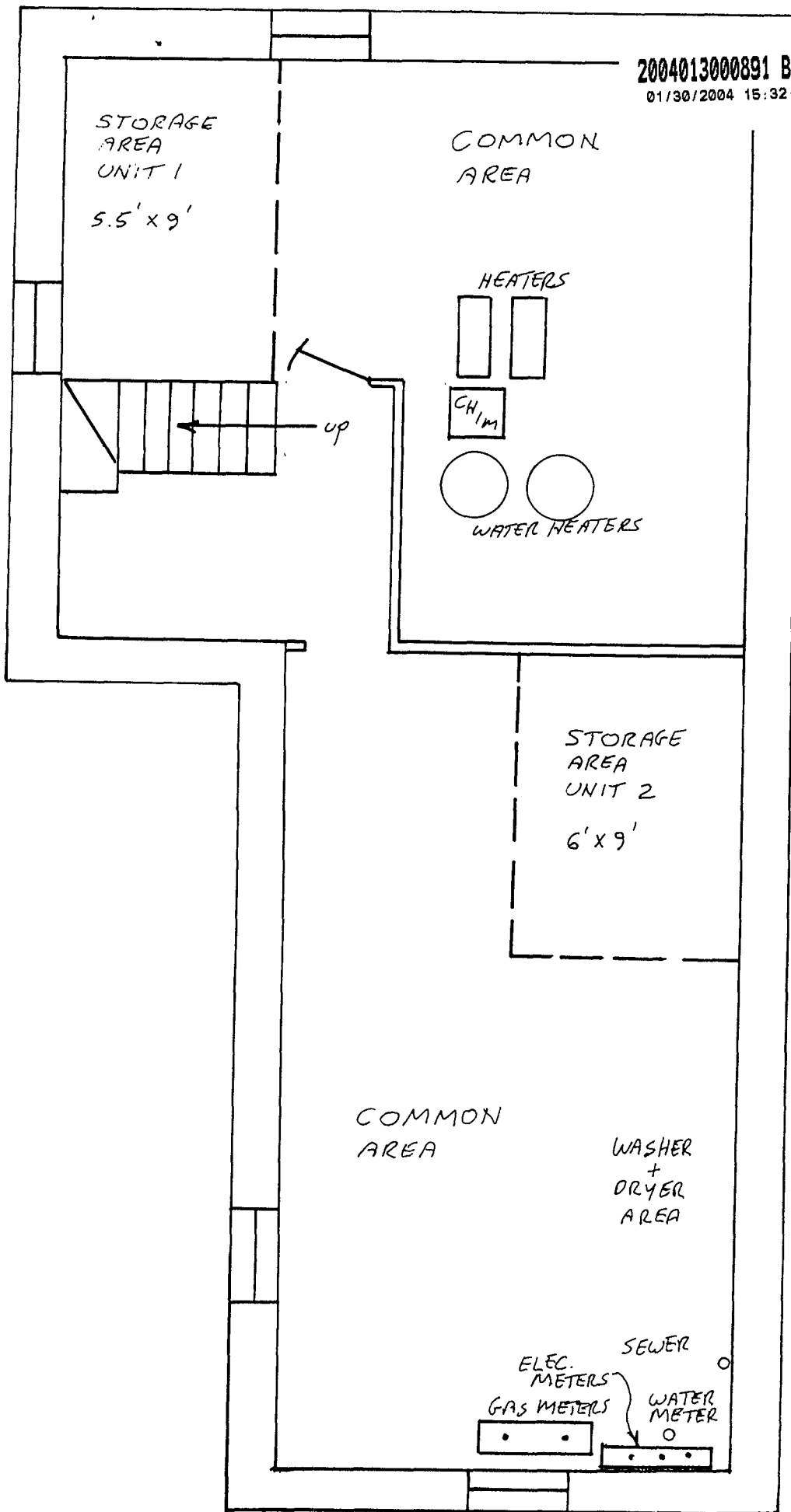
SECOND FLOOR
UNIT 2 - 540±

I hereby certify that this plan fully and accurately depicts the layout, location, unit number, dimensions, approximate area, main entrance, and common area's of the unit shown

David P. Terenzoni 5/29/03
David P. Terenzoni, PLS

Unit Plan - Unit 2
14 Herbert Street Condominium
Salem, MA
Scale: 1" = 4' May, 2003





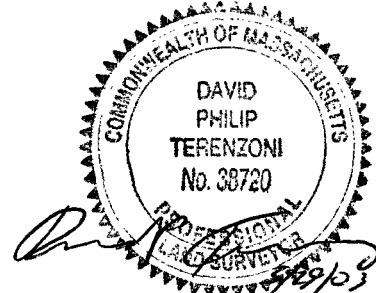
BASEMENT

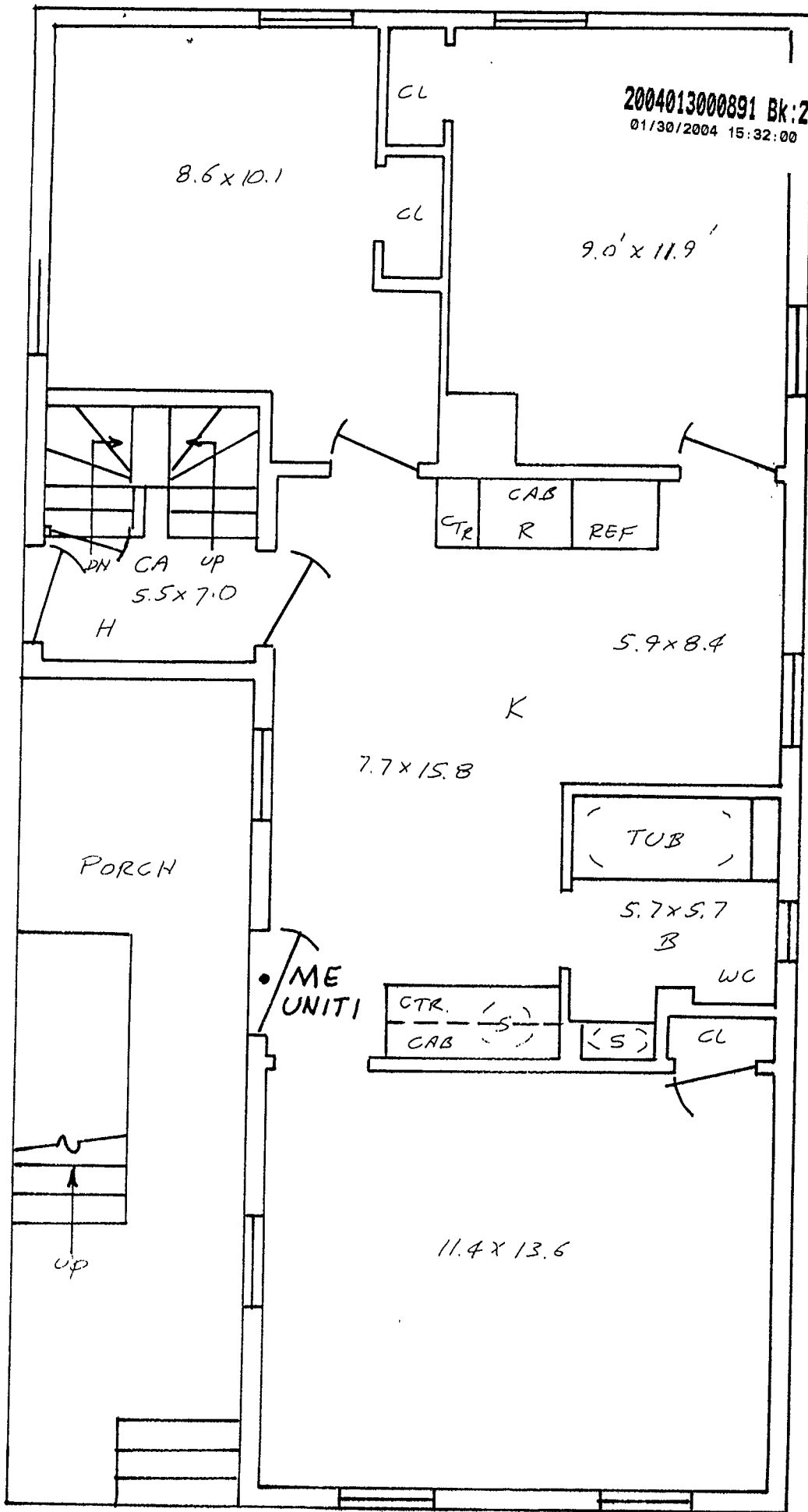
Unit Plan - Unit 2
14 Herbert Street Condominium
Salem, MA
Scale: 1" = 4' May, 2003

I hereby certify that this plan fully and accurately depicts the layout, location, unit number, dimensions, approximate area, main entrance, and common area's of the unit shown

David P. Terenzoni 5/28/03

David P. Terenzoni, PLS

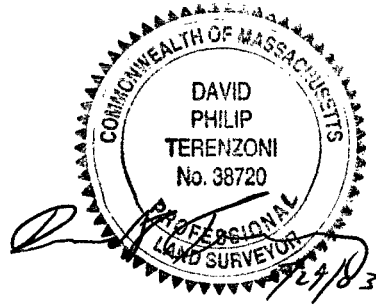




FIRST FLOOR

Unit Plan - Unit 2
14 Herbert Street Condominium
Salem, MA
Scale: 1" = 4' May, 2003

I hereby certify that this plan fully and accurately depicts the layout, location, unit number, dimensions, approximate area, main entrance, and common area's of the unit shown
David P. Terenzoni 5/29/03
David P. Terenzoni, PLS



12/21/04

MASTER DEED
OF
14 HERBERT STREET CONDOMINIUM

2004012900356 Bk:22337 Pg:177
01/29/2004 11:50:00 MDEED Pg 1/12

Timothy J. Hallinan, III of Salem, Massachusetts, hereinafter called the Declarant, being the sole owner of certain property in Salem, Essex County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed, does hereby submit the premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and propose to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, and to that end, Declarant does hereby declare and provide as follows:

1. Name of Condominium.

The name of the Condominium shall be as follows:

14 HERBERT STREET CONDOMINIUM

2. Description of Land.

A description of the land on which the building and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof.

The premises which constitute the Condominium comprise the land, together with the buildings and improvements thereon situated at 14 Herbert Street, Salem, Massachusetts, as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

"Registry of Deeds" as used in this Master Deed shall mean Essex South District Registry of Deeds.

3. Description of Building.

There is one (1) wood-frame building with vinyl siding containing two (2) Units with a fieldstone foundation. The location of said building and all access ways, driveways, and walks are shown on the Site Plan. The building contains a basement and two (2) stories.

4. Designation of the Units and their Boundaries

(a) The Units and their designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications thereof are set forth in Exhibit B attached hereto and made a part hereof. The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units stating the name of the Condominium and bearing the verified statement of a registered surveyor certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built are recorded herewith. (hereinafter referred to as the "Plans").

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

(i) Floors: The plane of the upper surface of the subflooring or the upper surface of the concrete floor slab, as the case may be.

(ii) Ceiling: With respect to Unit 1, the plane of the lower surface of the floor joists of the floor above and other structural members appurtenant to such floor joists. With respect to Unit 2, the plane of the lower surface of the roof joists and the structural members appurtenant to such roof joists.

let- Hallinan
7 Herbert Street
Salem, MA 01970

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs, furring or concrete walls facing the Unit; as to the exterior doors, the exterior surface thereof; as to the exterior door frames and window frames, the exterior surface thereof; and as to the windows, the exterior surface of the glass and sash.

All doors, glass window panes and/or screens shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned and maintained by the Unit Owner thereof.

(c) Each Unit excludes the foundation, basement, structural columns, girders, beams, supporters, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, ducts, pipes, flues, wires and other installations for facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(d) Each Unit includes the ownership of all equipment and utility installations that exclusively serve the Unit whether or not the same is located within the Unit and shall be maintained and repaired solely by the owner of the Unit so serviced.

(e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Unit served thereby, all utility lines and other common facilities which serve it, but which are located in the other Unit.

(f) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portion of the Common Areas and Facilities which are designated as "Limited Common Areas and Facilities" in Paragraph 6 hereof.

(g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 5 hereof, in common with the other Unit in the Condominium, except for the Limited Common Areas and Facilities described in Paragraph 6 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

5. Common Areas and Facilities

Except for the Units and Limited Common Areas and Facilities as described in Paragraph 6 hereof, the entire premises, including without limitation, the land and all parts of the building and all improvements thereon and thereto, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in Paragraph 6 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, basement, structural columns, girders, beams, supports, perimeter walls, common walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, and concrete floor slabs.

(c) All conduits, ducts, chutes, pipes, flues, plumbing, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, electricity, and telephone, which are not located within any Unit or which although located within a Unit, serve the other Unit, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment and utility installation that exclusively serving a Unit.

(e) Entrance lobbies, hallways, and stairways serving more than one Unit.

(f) Yards, lawns, gardens, roads, walkways and the improvements thereon and thereof, including walls, bulkheads, railings, steps, light fixtures, and planters.

(g) All other apparatus, equipment and installations existing for common use or necessary or convenient for maintenance or safety of the building.

(h) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

6. Limited Common Areas and Facilities

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more units as hereinafter described:

(a) Parking Spaces. Included with and appurtenant to each Unit will be one (1) parking space as shown on the Site Plan, which shall carry with it the exclusive right and easement to use the same by the Owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(b) Storage Areas. Included with and appurtenant to each Unit will be a storage area in the basement as shown on the Site Plan, which shall carry with it the exclusive right and easement to use the same by the Owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in Paragraph 8 hereof and to the reserved rights and easements set forth in Paragraphs 9 and 10 hereof. The parking spaces and the storage areas shall be maintained in good repair by, and at the sole expense of the Unit Owner benefiting from such exclusive right and easement to use the same (who shall also reimburse the Condominium Trust for the cost of any repairs or damage to the Common Areas or Units caused or permitted by such Unit Owner's negligence, misuse, or neglect). If the Owner of any such Unit shall fail or neglect to maintain any such parking space or storage area, the Trustees may do so and charge such Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore.

7. Percentage Ownership Interest in Common Areas and Facilities

The Owner of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit "B" attached hereto and made a part hereof for such Unit. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of both Units, also measured as of the date of this Master Deed. Said Common Areas and Facilities shall be subject to the provisions of the Condominium Trust.

8. Purposes and Restriction of Use

The purpose for which the building and the Units and the Common Areas and Facilities are intended to be used are as follows:

(a) Each Unit shall be used only for residential dwelling purposes and other purposes as permitted by the City of Salem as accessory to residential premises.

(b) The architectural integrity of the building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure,

projection, decoration or other feature shall be erected or placed upon or attached to the building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(c) The Owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit; provided, however, that any and all work with respect to the modifications, removal and installation of interior walls or other improvements shall be approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(d) All use and maintenance of a Unit, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Unit. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Unit, the Common Areas and Facilities and Limited Common Areas.

(e) No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in any manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws. The Common Areas and Facilities shall be used for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(f) Leasing Restrictions: No Unit may be leased or rented for a period of less than thirty (30) days. All leases shall be in writing and shall specifically provide that the lease shall be subject in all respects to the provisions of the Master Deed, the Condominium Trust, the By-Laws and any Rules and Regulations of the Condominium.

(g) No dogs of any kind shall be allowed in any Unit unless the same is approved by one hundred percent (100%) of the then Unit Owners. Cats and other pets shall be permitted in the Units. In the event that an approved pet becomes a nuisance, the pet shall be removed within seventy-two (72) hours after receipt of written notice from the Trustees.

(h) No Unit shall be used or maintained in such a way so as to cause an increase in premium for any insurance carried by the Trustees or any Unit Owner, as the case may be, provided that the Trustees may, in their sole and absolute discretion, allow such use upon the stipulation that any such increased premium shall be paid by that Unit Owner carrying on such use.

Said restrictions shall be for the benefit of each of the Unit Owners, and shall be enforceable by each Unit Owner. Also, insofar as permitted by law, such restrictions shall be perpetual, and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

9. Rights-Reserved to the Declarant for Sales

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there is an unsold Unit, the Declarant shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Let or lease any Unit which has not been sold by the Declarant;
- (ii) Raise or lower the price of an unsold Unit;

- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Condominium Unit; and
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use.
- (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the building, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Common Areas and Facilities of the Condominium. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the Common Areas and Facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

10. Rights Reserved to the Condominium Trustees

Upon twenty-four (24) hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(c) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

11. The Unit Owners' Organization

The Organization through which the Unit Owners will regulate the Condominium established hereby is the 14 HERBERT STREET CONDOMINIUM TRUST (hereinabove referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which the Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") is as follows:

Timothy J. Hallinan, III

The mailing address of the Trust is: 14 Herbert Street, Salem, Massachusetts 01970.

The Condominium Trustee has enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

12. Easement for Encroachment

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon the other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of the building, or (b) alteration or repair to Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building involved stands.

13. Units Subject to Master Deed, Unit Deed and Condominium Trust

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed, and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto. A violation of the provision of Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, by any such person shall be deemed a substantial violation of the duties of the respective Unit Owners.

(b) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from the Owner's Unit, which right shall be perpetual and appurtenant to Unit ownership.

14. Amendments

Except as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the owners of both Units, and (b) duly recorded with the Registry of Deeds, provided, that:

(a) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provision of Chapter 183A shall be of any force or effect.

(b) No instrument of amendment which purports to affect the Declarant's reserved rights as set forth in Paragraph 9 or elsewhere in this Master Deed shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(c) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(d) No instrument of amendment which alters this Master Deed in any manner which would disqualify mortgages of a Unit in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force and effect. All provisions of this Master Deed shall be construed so as to qualify mortgages for sale to FHLMC and FNMA.

(e) The consent of the Owners of both Units and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is defined and may be defined from time to time in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement) on Units which have at least fifty-one percent (51%) of the voting power of the Units subject to eligible mortgages shall be required to add or amend any material provisions of the Condominium documents which establish any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Areas;
- (4) Insurance;
- (5) Rights to use of the Common Areas or Limited Common Areas;
- (6) Responsibility for maintenance and repair of the several portions of the Condominium;
- (7) Expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project;
- (8) Boundaries of any unit;
- (9) The interests in the General or Limited Common Areas;
- (10) Convertibility of Units into Common Areas or of Common Areas into Units;
- (11) Leasing of Units;
- (12) Reallocation of interest in the Common Areas and Facilities or the Limited Common Areas and Facilities or rights to their use;
- (13) A decision by the Trust to establish self-management when professional management had been required previously by an eligible mortgage holder;
- (14) Imposition of a right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- (15) Restoration or repair of the Condominium after substantial destruction or taking by condemnation or eminent domain in a manner other than that specified in the Condominium Documents;
- (16) Any action to terminate the legal status of the Condominium after substantial destruction or taking by condemnation or eminent domain;
- (17) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium a negative response within thirty (30) days of a written request by the trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or amendment set forth in such request. Each instrument of amendment executed and recorded in accordance with the requirements of this Paragraph shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(f) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time, and from time to time, which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing

Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor, make or consent to any such special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a unit.

15. Definition of "Declarant"

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to Timothy J. Hallinan, III and to any successors and assigns who come to stand in the same relationship as Developer of the Condominium.

16. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgages") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above;

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in the Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgages except as otherwise provided by Chapter 183A.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as

otherwise provided by Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter nor the Prior Owner responsible for any prior unpaid assessments from personal liability for the payment thereof;

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities;

(iii) partition or subdivide any Unit; or

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that 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 and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connection adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) other than for the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Areas and Facilities of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no event shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the 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 such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgagee, upon written request to the Trustees of the Condominium Trust, will be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional first mortgagee holds a

first mortgage, or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this Paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the appropriate District Registry of Deeds in accordance with the Master Deed.

17. Resolution of Disputes

In the event of a dispute between the Unit Owners or the Trustees of the Condominium Trust, such dispute shall be resolved under the procedures set forth in the Condominium Trust.

18. Severability

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total invalidity or unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

19. 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.

Executed as a sealed instrument this 29 day of January, 2004


TIMOTHY J. HALLINAN, III

ESSEX, ss

COMMONWEALTH OF MASSACHUSETTS

JANUARY 29, 2004

Then personally appeared the above-named Timothy J. Hallinan, III, Trustee as aforesaid, and acknowledged this to be his free act and deed, before me

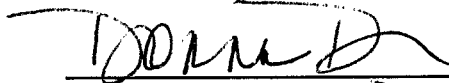

Notary Public DONNA DIBIOVANNI,
My commission expires: 12/4/2009

EXHIBIT A

14 HERBERT STREET CONDOMINIUM

Parcel One:

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

Beginning at the Northwest corner thereof at land formerly of White and running

SOUTHERLY by Parcels A & B, as shown on plan hereinafter described, 24½ feet to land now or formerly of Matter, thence turning and running

EASTERLY by said land of Matter, 46 feet to Herbert Street, thence turning and running

NORTHERLY by said Herbert Street, 24½ feet to land now or formerly of Jennings, thence turning and running

WESTERLY by said land now or formerly of Jennings, 46 feet to said Parcel A and the point of beginning.

Said premises are subject to an easement described in a deed from Henry F. Panek dated November 27, 1996 and recorded in Essex South Registry of Deeds in Book 13886, Page 526 and shown in Detail "D" as "Easement for the Benefit of #16 Herbert Street" on "Plan of Land in Salem, MA prepared for the Lundregan Law Offices, dated October 28, 1996" recorded in Plan Book 312, as Plan Number 95.

Parcel Two:

A certain parcel of land with frontage on Union Street, in said Salem, and being contiguous to the above-referenced parcel, and being shown as Parcel A on the aforesaid plan, containing 934 square feet of land, more or less.

Said premises are subject to an easement described in a deed from Henry F. Panek dated November 27, 1996 and recorded in Essex South Registry of Deeds in Book 13886, Page 526 and shown as "3' Wide Easement for the Benefit of #16 Herbert Street" on the aforementioned plan.

EXHIBIT B

UNIT DESIGNATIONS
14 HERBERT STREET CONDOMINIUM

<u>UNIT NO.</u>	<u>NO. OF ROOMS</u>	<u>APROX SQ. FT. AREA</u>	<u>PROPORTIONATE INTEREST</u>
1	4	550 +/- sf	50%
2	4	540 +/- sf	50%

Each unit has immediate access to front and rear porch/stairs.

The number of rooms does not include halls, basement, corridors or yards.

18/2/04

14 HERBERT STREET CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made by Timothy J. Hallinan, III, of Salem, Massachusetts, (the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include any successors in trust hereunder and to mean the Trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - Name of Trust

The Trust created hereby shall be known as: **14 HERBERT STREET CONDOMINIUM TRUST**, (hereinafter "Trust") and under that name, so far as is legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II - The Trust and its Purposes

2.1 General Purposes. This Trust is created as the "Organization of Unit Owners" (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A of the Massachusetts General Laws, as amended, (hereinafter "Chapter 183A") for the purpose of managing and regulating 14 HERBERT STREET CONDOMINIUM (hereinafter the "Condominium") established and created by a Master Deed (hereinafter the "Master Deed") executed by Timothy J. Hallinan, III (hereinafter the "Declarant"), which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in said the Master Deed, dated the same date as the date of this Trust and recorded herewith.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a Trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder and under Chapter 183A.

2.4 Property Held In Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in Trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners who are owners from time to time of the Units of the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit B of the Master Deed, which interest is equal to the percentage undivided interest of each Owner's Unit in the Common Areas and Facilities of the Condominium.

ARTICLE III - The Trustees

3.1. Number of Trustees; Term of Office; Vacancies. Except as herein provided, there shall be at all times two (2) Trustees, one representing each Unit. Until the "takeover event", as herein defined, the Trustees shall be designated by the Declarant, and may consist of as few as one Trustee. Upon the occurrence of the "takeover event", which shall be no later than 90 days after the first Unit has been conveyed to a unit purchaser, the term of office of the original Trustees or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty (30) days after the occurrence of the "takeover event", whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successor have been elected or appointed and qualified. Thereafter, the

let Hallinan
7 Deer Cove ST
Wynn, MA 01902

term of office of the Trustees shall be for a period of two (2) years and until their successors have been elected or appointed and qualified.

3.2 Election of Trustees. The Owner(s) of each Unit shall each elect one (1) Trustee at any annual or special meeting of the Unit Owners. Upon such election, a certificate of election setting forth the name(s) of the new Trustee(s) and reciting that they have been duly elected shall be recorded at the Registry of Deeds. In this Trust, the meaning of "Registry of Deeds" shall be limited to that Registry district in which the Condominium land is located.

3.3 Vacancies. Except in the case of the original Trustees hereunder or any successor Trustees as designated by the Declarant, if and whenever the number of Trustees shall become less than two, a vacancy or vacancies in the office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor designated by the owner of any Unit not so represented by a Trustee. Each appointment to fill a vacancy shall become effective upon recording with the Registry of Deeds of an instrument signed in writing signed by such successor. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner upon notice to all Unit Owners and Trustees and to such others as the court may direct.

3.4 Quorum and Action by Trustees. The Trustees may act in unison at any duly called meeting. The Trustees may also act without a meeting if a written consent is signed by both of the Trustees then in office.

3.5 No Bond by Trustees. No Trustee, named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder.

3.6 Resignation of Trustee. Any Trustee may resign by notice in writing given to the other Trustee of the Trust and by recording with the Registry of Deeds a written resignation signed and acknowledged by him.

3.7 Compensation of Trustees. No Trustee shall receive compensation for his services but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Trust property, which expense shall constitute a common expense of the Condominium.

3.8 No Liability If In Good Faith. No Trustee shall under any circumstances or in any event be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

3.9 Self-Dealing. No Trustee or Unit Owner shall be disqualified by their office from contracting or dealing directly or indirectly with the Trustees or with one or both Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect to this Trust, in which any Trustee or Unit Owner shall be in any way interested, be avoided, nor shall any Trustee or Unit Owner so dealing or contracting being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.10 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution of their duties hereunder, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for

his proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit B of the Master Deed, as it may be amended from time to time.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among the several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate in a writing signed by all of the record owners of the Unit which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise rights appertaining to such Unit hereunder, and it shall be conclusively presumed that any Unit Owner attending any meeting has obtained such authorization unless an objection has been filed with the Trustees prior to or at said meeting. Any such designation shall take effect upon the receipt by the Trustees of such writing and may be changed at any time and from time to time as aforesaid. In the absence of such notice of designation, the Trustees may designate any one owner for such purpose.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided beneficial interest appertaining to the Unit as set forth in Exhibit B of the Master Deed, as it may be amended from time to time.

ARTICLE V - By-Laws

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

(a) To employ, appoint and remove at pleasure personnel, managers, attorneys, officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

(b) To determine the budget for the common expenses required for the affairs of the Condominium and to establish, levy and assess, and collect general and special assessments for common expenses referred to in Section 5.5 hereof. Assessments for common expenses shall commence upon conveyance of the first Unit.

(c) To do all things necessary to operate, manage, maintain, repair, rebuild, restore, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units and to have a reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Condominium.

(d) To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

(e) To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws, (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

(f) To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

(g) To cause to be kept a complete record of all their acts and the affairs of the Trust.

(h) Subject to the provisions of Section 10(b)(2) of Chapter 183A, to purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that, except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provision of Section 5.7.5 and/or 5.7.1 (b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements, without the prior authorization of both Unit Owners, and of all the institutional first mortgage lenders holding mortgages on the individual Units of the Condominium.

(i) To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions for mortgagees of the Units.

(j) To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms for general or specific purposes of the Condominium, and to evidence the same by notes, bonds, securities, or other indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing.

(k) To grant or relocate easements and rights upon, under or over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Units.

(l) To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities, and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

(m) To, acting as a Design Review Committee, establish, pursuant to Section 5.10 hereof, and review and approve (a) certain modifications to the building as referred to in the Master Deed; (b) the modification, removal and installation by the Unit Owner of certain interior walls within their Unit; or (c) any other construction, modification or decoration activities with respect to a Unit, which involve or impact the Common Areas or Facilities and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

(n) To sign, seal, acknowledge, deliver and record in any one or more public offices or places all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

(o) To take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium.

(p) To enter into management contracts for the management of the Condominium. Notwithstanding any provisions of this Trust and By Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for common expenses or special assessments.
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.
- (d) The powers and duties described in Sections (i), (j), (k), (l), and (m) above.

5.2 Reserves and Working Capital. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses, but shall be deposited in an account separate and segregated from operating funds.

Additionally, a working capital fund shall be established equal to at least two (2) months estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. While the Declarant is in control of the owner's association, the working capital funds can not be used to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits.

The contribution to the working capital fund for each unsold unit estate shall be paid to the Trustees at the time when control of the project is transferred to the owners' association, which funds, if paid by Declarant, shall be reimbursed from the funds collected at closing when the unsold Units are sold.

5.3 Maintenance and Repair of Units. Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation: interior walls, ceiling and floors; windows and window frame, including screens and storm windows, if any; window trim; doors; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; air conditioning equipment, if any,; and all wires, pipes, drains and conduits for water, electrical power and light, telephone and other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder. If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of the other Unit is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to the other Unit or the occupants thereof, the Trustees shall, in writing, request the Unit Owner of such Unit to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and, in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed

for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefore, provided that the lien thus created shall be subordinate to first mortgages of record.

5.4 Maintenance, Repair and Replacement of Common Areas and Facilities. The Trustees shall have the power to do all things necessary to maintain, repair and replace the Common Areas and Facilities of the Condominium, subject to the provisions of Section 5.7 hereof with respect to repairs and replacement necessitated because of loss.

5.5 Common Expenses, Profits and Funds.

5.5.1. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest as set forth in Exhibit B of the Master Deed, provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to her or his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose or subject to the provisions of this Condominium Trust for the repair, rebuilding, or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.5.2 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments according to their respective percentages of the undivided interest in the Common Areas and Facilities as set forth in said Exhibit B of the Master Deed, and such statements shall be due and payable in one-twelfth (1/12) installments on the first day of each month. If a Unit Owner is in default in the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, if not paid when due, shall accrue at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, and shall constitute a lien on the Unit of the Unit Owner so assessed, pursuant to the provisions of Section 6 of Chapter 183A. Failure of the Association to formally adopt a new budget shall be deemed a re-adoption of the previous year's budget. Simultaneously with the initial purchase of a Unit from the Declarant, the purchaser shall make a contribution to the capital of the Condominium Trust in such amount as shall be determined by the Trustees, but in no event shall such amount be less than the proportionate share of one year's insurance premium covering the property attributable to such Unit and two (2) month's common charges.

5.5.3 Each Unit Owner shall be personally liable for those common expenses assessed against his or her Unit which are due and payable during her or his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit which become due and payable subsequent to a sale, transfer or other conveyance of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that her or his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his or her Unit to the Trustees and, in such event, be exempt from common expenses thereafter becoming due. To the extent permitted by applicable law, any lien for common expense

imposed after the date of recordation of a first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines, or interest that may be levied in connection with unpaid assessments shall be subordinate to said mortgage. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by her or him, except that (a) a purchaser of a Unit at the foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a Deed (or Assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit, except as otherwise provided under Section 6 of Chapter 183A. Any such sale or transfer pursuant to a foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

5.5.4 In the event of default by any Unit Owner in paying to the Trustees their common expenses, such Unit Owner shall be obligated to pay all expenses, including attorney's fees and court costs, incurred in any proceedings brought to collect such unpaid common expenses. Such common expenses, together with interest thereon, and the expenses of the proceeding, including attorney's fees, shall constitute a lien upon the Unit pursuant to Section 6 of Chapter 183A which lien may be foreclosed as provided in said Section. The Trustees shall have the right and duty to levy and enforce the collection of general and supplemental assessments for common expenses and to provide adequate remedies, and shall attempt to recover such common expenses, together with interest thereon and the expenses of proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.5.5 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner, allowed by the Trustees to remain in the Unit for a period of time, may, at the option of the Trustees, and after entry of a judgment of foreclosure, be required to pay rental for the use of the Unit. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.5.6 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.5.7 No Unit Owner shall convey, mortgage, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common expenses theretofore assessed by the Trustees against his Unit, together with the interest due thereon and any costs of collection associated therewith. Within ten (10) business days after receiving appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor, or a Unit Mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Registry of Deeds of such certificate signed by the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.5.8 With respect to common expense assessments which are payable in monthly installments, a Unit owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that, as a precondition to such an arrangement, the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.5.9 In the event the Trustees should fail to enforce the provisions of the within Section 5.5, any Unit Owner, at their option, may pay the outstanding obligations of a defaulting Unit Owner, whether to the Association or directly to a creditor of the Association, and may recover any such payments made,

along with interest, expenses, and reasonable attorney's fees in an action brought against such defaulting Unit Owner.

5.6 Insurance.

5.6.1 Insurance Coverage to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

(a) A Master Policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Trust; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered a part of the Unit for mortgage purposes (regardless of whether such property is a part of the common elements).

The Master Policy shall afford protection at least against the following:

- (1) Loss and damage by fire or other perils normally covered by the standard extended coverage endorsement;
- (2) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in the amount equal to one hundred percent (100%) of current replacement cost of the Condominium, exclusive of land, foundation, excavation, and other items normally excluded from coverage, and shall include a so-called Replacement Cost Endorsement.

The named insured shall be the Association of Owners "for the use and benefit of the individual owners" or in the name of an authorized representative of the Association "for the use and benefit of individual owners." And each first mortgagee, its successors and assigns shall be named in the standard mortgage clause for each unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be canceled or substantially modified without at least ten (10) days prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

(1) recognition of any Insurance Trust Agreement (if there be); (2) a waiver of the right of subrogation against any Unit Owner individually; (3) the insurance shall not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such owners collectively; (4) the policy is primary in the event the Unit Owner has other insurance covering the same loss. (The foregoing is generally referred to as "Special Condominium Endorsement"); and (5) the policy shall provide, in case of fire and other hazard insurance, that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and/or the servicer(s) for the Federal National Mortgage Association or like entity which may have loans with respect to the Condominium, nor may such option be exercised where it would conflict with any applicable requirement of law.

An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy, if available.

(b) Liability Insurance for comprehensive general liability insurance coverage covering all of the Common Areas owned by the Trust. Such coverage shall be for not less than One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single

occurrence, and shall include, without limitation, legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, legal liability arising out of law suits related to employment contracts of the Trust, and shall provide further that such policy or policies may not be canceled or a substantially modified by any party without at least ten (10) days' prior written notice to the Trust and/or to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.

(c) Construction Code Endorsement (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans Endorsement, and an Increased Cost of Construction Endorsement) if the Condominium is or becomes subject to a construction code provision which would become operative and require changes to undamaged portions of the building.

(d) Workmen's Compensation Insurance as required by law.

(e) Such other insurance as the Trustees may from time to time determine or as may be required by law or by any mortgagee, its successors and assigns. The Trustees shall also secure such additional insurance, or modify existing coverage, if necessary, to comply with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) so that mortgages covering Units will be eligible for sale to FHLMC and FNMA.

5.6.2 General Insurance Provisions.

(a) The Trustees shall deal with the insured or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.6.1 above and shall review with the insured or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.6.1 above in order to meet the coverage requirements thereof.

(b) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Unit Owner hereby assigns to the Trustees the proceeds to any such policies to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Unit Owners) shall be filed with the Trustee.

(c) Each Unit Owner shall obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit and/or its appurtenant Common Areas and Facilities and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1,000.00) and which are not reported in writing to the Trustees. Each such policy of insurance obtained by a Unit Owner must contain waivers of subrogation by the insurer as to claim against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy said Unit or other portion of the Condominium and each of their respective agents and employees.

(d) Each Unit Owner, at the time of the commencement of construction of improvements to his Unit, which exceed a total value of One Thousand Dollars (\$1,000.00), shall notify the Trustees of such construction, and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.6.1 hereof of any such improvements, and shall increase the coverage under such policies accordingly. Unless otherwise determined by the Trustees, the cost of such additional coverage on account of a Unit Owner's improvements shall constitute a common expense attributable to the Unit involved and shall be payable to the Trustees on demand at such intervals as the Trustees shall establish, so that they shall have money available to pay to the insurance company(ies).

5.6.3 The Trustees, as Insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.7 hereof. With respect to losses covered by such insurance which affects portions or

elements of a Unit or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.6.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.6. shall be a common expense.

5.6.5 Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner and his mortgagee(s).

5.6.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner, by virtue of any activities he conducts in his unit, causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

5.6.7 Each Unit Owner hereby waives, discharges and releases all claims and rights to recovery against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by each Unit Owner for his own benefit. This waiver shall constitute a waiver or subrogation for purposes of such policies.

5.7 Rebuilding, Restoration and Condemnation.

5.7.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

(a) If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse all the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payment and with appropriate retainage.

(b) If such loss as so determined exceeds ten percent (10%) of such value and, if within one hundred twenty (120) days after the date of such loss, both the Unit Owners do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities based upon the Unit's respective individual Ownership interest in said Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Common Areas and Facilities due to the casualty, shall, to the extent permitted by law, be divided among the Unit Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit owners in proportion to their Unit's undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, both Unit Owners agree to make the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) hereof, any restoration or repair of the Condominium shall be performed substantially in accordance with the Condominium documents and the original plans specification unless other action is approved by "eligible mortgage holder" (as is defined and may from time to time be defined) on Units which have at least fifty-one percent (51%) of votes of Units subject to eligible mortgages; and further provide that no reallocating of interests in the Common Areas resulting from partial destruction or partial condemnation of the Condominium shall be effected without the prior approval of eligible holders of mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to eligible mortgages.

5.7.2 In the event that the total cost of repairs and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of the repairing or restoring improvements to the Unit, which improvement exceed a value of One Thousand Dollars (\$1,000.00) when they are made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.6.2 (d) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that, if the casualty loss, exceeds ten percent (10%) of the value of the Condominium as described in Section 6.7.1 (b) hereof and if such excess cost of repairs over available insurance exceeds ten percent (10%) of the value of the Condominium prior to casualty, any Unit Owner not agreeing as provided in Section 5.7.1 (b) hereof to proceed with the repair and restoration may apply to the Superior Court in which district the Condominium lies, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

5.7.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained the proceeds of insurance.

5.7.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities of each damaged Unit and its damaged appurtenant Common Areas and Facilities, and shall be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.7.5 In the event that any of the Units or Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

(a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the beneficial interest under the Trust shall automatically be allocated to the remaining Unit. Any remnant of a Unit remaining after a part of the Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage in the interest in the Common Areas and the Facilities. Upon acquisition, (1) that Unit's undivided percentage interest in Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as of the date of such taking bears to the fair value of the remaining Units in the Condominium as of such date, and (2) the reduction of interest in the Common

Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Unit.

(c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Condominium Trust as Condemnation Trustees for the benefit of Condominium, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Unit Owner. The Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

5.8 Improvement to Common Areas and Facilities.

5.8.1 If and whenever the Trustees or any Unit Owner shall propose to make any improvement to the Common Areas and Facilities of the Condominium, the Trustees shall submit to all Unit Owners (a) a form of agreement (which will be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by fifty-percent (50%) of the Unit Owners, or (b) the expiration of six (6) months after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If both of the Unit Owners agree, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense. If the percentage of agreeing Unit Owners equals or exceeds fifty percent (50%), but is less than one hundred percent (100%), the Trustees may, with the agreement of that Unit Owner who wishes the improvement, proceed to make such improvement and shall charge the cost thereof to such agreeing Owner only.

5.8.2 If and when any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees, may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the other Unit Owner, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.9 Determination of Trustees Subject to Arbitration. Notwithstanding anything contained in Section 5.7 or Section 5.8, in the event that any Unit Owner or Owners shall notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.7 or 5.8 and such dispute is not resolved within thirty (30) days after such notice then such dispute shall be resolved under Article IX of this Trust. The Trustees shall in no event be obligated to proceed with any repair, rebuilding, restoration or improvement unless and until the Trustees have received funds in an amount equal to the Trustees' estimate of all costs thereof.

5.10 Design Review and Procedures. No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity of the building or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees acting as a Design Review Committee.

5.11 Pets. No dogs of any kind shall be allowed in any Unit unless the same is approved by one hundred percent (100%) of the then Unit Owners. Cats and other pets shall be permitted in the Units. In the event that an approved pet becomes a nuisance, the pet shall be removed within seventy-two (72)

hours after receipt of written notice from the Trustees. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit owning such pet, which expense shall constitute a common expense and shall be payable to the Trustees on demand.

5.12 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Units and the Common Areas and Facilities. The restrictions and requirements respecting the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the rules and regulations adopted pursuant hereto and shall have the power to levy fines against the Unit Owners for violations thereof. No fine may exceed Twenty Dollars (\$20) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owned by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

5.13 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management, and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified, under Section 5.1 hereof, not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days written notice. The term of such an agreement shall not exceed three (3) years.

5.14 Meetings.

5.14.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and may elect the Chairman and Treasurer/Secretary as hereinafter provided. Other meetings may be called by the written request of any one (1) Trustee, provided, however, that written notice of such meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to the other Trustee.

5.14.2 There shall be an annual meeting of the Unit Owners on the first Tuesday of December of each year, commencing with the year 2003. The meeting shall be held at seven (7) o'clock p.m. at the Condominium or at other reasonable place and time as may be designated by the Trustees. Special meetings of the Unit Owner may be called at any time by any one Trustee or any one Unit Owner.

5.15 Notice to Unit Owners. Every notice to any Unit Owner, required or permitted under the provisions here or which may be ordered in any judicial proceeding shall deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at such address as may appear upon the records of the Trustees. At least four (4) days prior to the date fixed for which such notice is given, or at such earlier time as may be specified herein for such notice.

5.16 Order of Business. The order of business at all meetings of Unit Owners shall be determined by the Unit Owners.

5.17 Officers.

5.17.1 Designation. The Officers of the Trust shall be a Chairperson and a Secretary/Treasurer.

5.17.2 Election and Qualification. The officers shall be the original Trustees or successors selected by the Declarant until the occurrence of the takeover event as defined in Section 3.1 hereof and, thereafter, the Trustees at their regular meeting, or if such regular meeting is not held or in the event of resignation or decease of an officer, at any specific meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers, other than said original Trustees or their successors as appointed by the Declarant, shall hold office for a term of two (2) years and until their successors are elected and qualified.

5.17.4 Resignation. Any officer may resign at any time, by written notice to each Trustee and Unit Owner, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.17.2 hereof. The officer selected to fill such vacancy shall serve for the remainder of the term of office he or she replaces.

5.17.6 Chairperson The Chairperson shall preside at all meetings of the Trustees and of the Unit Owners and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officers of a corporation.

5.17.7 Secretary/Treasurer. The Secretary/Treasurer shall record all votes and keep the minutes of all meetings of the Trustees and of the Unit Owners, and shall be responsible for the funds of the Trust. He or she is responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time.

5.18 Inspection of Books, Reports to Unit Owners. Books, accounts, and records of the Trustees shall be open to inspection by any one or more of the Trustees, the Unit Owners and first mortgage holders of the Units at all reasonable times.

5.19 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust must be signed by both Trustees.

5.20 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December, or at other time as the Trustees may determine from time to time.

5.21 Removal from Condominium Law. Unless otherwise provided in the Master Deed, Unit Owners holding one hundred percent (100%) of the beneficial interest and the written consent of holders of all liens on the Units shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A.

5.22 Sale or Lease of Units. Subject to such restrictions as may otherwise be set forth in the Master Deed or in this Trust and By-Laws, a Unit Owner may assign, lease, sell or otherwise transfer all of the interest in the Unit(s) together with (a) the undivided interest in the Common Area and Facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designees, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and

(c) the interest of such Unit Owner in any other assets of the Condominium. No right to any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of sale, lease, transfer or other disposition of all Units.

ARTICLE VI - Rights and Obligations of Third Parties Dealing with the Trustees

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds need inquire further as to the persons who are the then Trustees hereunder. The receipts of the Trustees or any one of them for monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No person, mortgagee, lender or other person dealing with the Trustees, or with any real or personal property which then is or formerly was trust property, shall be bound to ascertain or inquire as to the existence of or occurrence of any event or purpose on or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the trustees or one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim or for the payment of any debts, damage, judgment or decree or of any money that may otherwise become due and payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners hereunder or under the provisions of Chapter 183A.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligations, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

6.4 Certification by Trustees for Recording. This Declaration of Trust and any amendments hereto and any certificates herein required to be recorded and any other certificate signed and sworn to by said Trustees which it may deem desirable to record may be recorded with the Registry of Deeds where the Condominium is located, and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof. All persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the said Registry of Deeds. Any certificate executed by the Trustees setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate, signed by both of the Trustees in office at the time, setting forth as facts any matters affecting the Trust including statements as to whom are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by both of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument

or the taking of any action by the Trustees, as the case may be, shall, as to all persons acting in good faith in reliance thereof, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII - Amendments and Termination

7.1 Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding all of the beneficial interest hereunder, may, at any time and from time to time, amend, alter, add to or change this Declaration of the Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition to or change shall be valid or effective if:

- (a) It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed; or
- (b) It would, without the consent of the Declarant, alter or affect the Declarant's rights hereof to act as the Design Review Committee; or
- (c) It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A; or
- (d) It would, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC or FNMA.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change, pursuant to the foregoing provisions of ARTICLE VII, shall become effective upon the recording with the said District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for acknowledgment of deeds by both of the Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this Article shall be construed as making it obligatory upon the Trustees to amend, alter, add to, or change this Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said law, as said Section 19 may be modified by Section 5.21 of this Trust.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuation made by them which shall be conclusive), all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to resell without being answerable for loss and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees

shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII - Construction and Interpretation; Waiver

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, word denoting females include males and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof, and, the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, or, if any provision of this Trust conflicts with any provision of the Master Deed, the following rules of construction shall be used:

- (a) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- (b) In the event of a conflict between any numerical or percentage voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;
- (c) In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;
- (d) In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), the more stringent of the requirements shall control, to the extent that such requirements do not otherwise conflict with applicable law.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total invalidity or unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.


ARTICLE IX - Resolution of Disputes

9.1 In the event of a dispute (a) between the Owners of the Units or (b) between the Trustees as to any matter involving this Trust, the Master Deed or the Condominium generally, the disputing parties may at his or her option:

(a) submit the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator. Within fourteen (14) calendar days after receiving such notice, the other party shall by written notice to the requesting party name a second arbitrator who shall likewise be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator, failing which the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of the appointment of the second arbitrator to be appointed, to agree upon a settlement to the dispute, they shall then appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator shall be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him within said twenty (20) day period, then either party may apply to the Superior Court of the applicable County wherein the condominium lies for the appointment of the third arbitrator. The third arbitrator shall within fourteen (14) calendar days after his appointment render his decision in the dispute. The decision of the arbitrators, whether it be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the third arbitrator shall be shared equally by the parties. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the rules then pertaining to the American Arbitration Association.

(b) commence an action in either the District or the Superior Court of the applicable district or County wherein the Condominium lies to decide the matter, with such notice being given to the other party as the Court may order. The fees and costs associated with bringing the matter to court and prosecuting the court proceedings shall be paid as the Court orders, and in the absence of such an order, shall be borne equally by the parties.

Executed as a sealed instrument this 21 day of January, 2004.



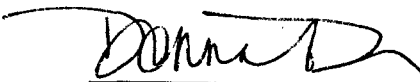
Timothy J. Hallinan, III, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

JANUARY 29, 2004

Then personally appeared the above named Timothy J. Hallinan, III, Trustee as aforesaid, and acknowledged this to be his/her free act and deed, before me



NOTARY PUBLIC DONNA DIBIOVANNI
My commission expires: 12/4/2004

2

RD-8

2011083100543 Bk:30630 Pg:193
08/31/2011 03:41 DEED Pg 1/2

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 08/31/2011 03:41 PM
ID: 859538 Doc# 20110831005430
Fee: \$652.08 Cons: \$143,000.00

RESIDENTIAL CONDOMINIUM UNIT DEED

Locus: 14 Herbert Street, Unit 2, Salem, Essex County, Massachusetts 01970

I, Cynthia A. Clark, being unmarried, of Salem, Essex County, Massachusetts for consideration paid in the amount of One Hundred Forty Three Thousand Dollars (\$143,000.00) grants to Rebecca Mackenzie, a single woman, of 14 Herbert Street, Unit #2, Salem, Massachusetts 01970,

with QUITCLAIM COVENANTS,

Unit No. 2 of the 14 HERBERT STREET CONDIMINIUM created by Master Deed dated January 29, 2004 and recorded with the Essex South Registry of Deeds on January 29, 2004 in Book 22337, Page 177, and shown on a plan recorded in said Registry of Deeds with the Master Deed.

The Post Office address of the Unit is 14 Herbert Street, Unit 2, Salem, Massachusetts.

The Unit is shown on a plan recorded with the first deed of this Unit recorded with said Registry in Book 22349, Page 39, to which is affixed a verified statement in the form provided by G.L.c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L.c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.


Each of the Units in the Condominium is intended for residential purposes and such other uses set forth in the Master Deed.

The undivided percentage interest of the Unit in the common areas and facilities is 50%

For grantors title, see deed dated January 30, 2004 and recorded with said Registry of Deeds in Book 22349, Page 39.

Box 56

Executed under seal this 31st day of August, 2011.

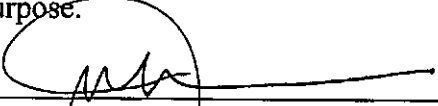

Cynthia A. Clark

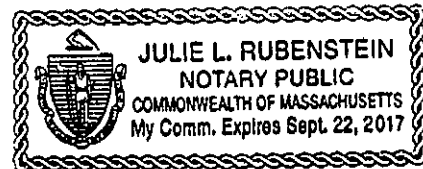
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

August 31, 2011

On this 31 day of August, 2011, before me, the undersigned notary public, personally appeared Cynthia A Clarke and proved to me through satisfactory evidence of identification which was a MA Drivers License to be the person whose name is signed on the attached document, and acknowledged that she signed it voluntarily for its stated purpose.


Notary Public: Julie L. Rubenstein
My commission expires:



2

RD-8

**AFFIDAVIT RELATIVE TO HOMESTEAD
PURSUANT TO M.G.L. c. 188 § 13**

I, Cynthia A. Clark hereby state as follows, pursuant to M.G. L. c. 188 § 13:

1. I own the premises at 14 Herbert Street, Unit 2, Salem, Massachusetts 01970, by virtue of:

(a) deed from Timothy J. Hallinan, III dated January 30, 2004 and recorded in Essex South District Registry of Deeds:

(i) in Book 22349, Page 39.

(ii) herewith

(b) Certificate of Title No. _____ filed with _____ Registry District of the Land Court

(c) Inheritance from Probate Case No.

(d) Other [describe document and provide appropriate recording/registration/court docket information]: which I/we occupy or intend to occupy said premises as my/our principal residence.

2. I have the benefit of an estate of homestead which was:

(a) Created automatically pursuant to M.G.L. c. 188, §4, at which time:

(i) I was unmarried

(ii) I was married to _____

(b) Created by declaration pursuant to M.G.L.c. 188 § 2 or § 3, recorded in said Registry of Deeds in Book 22349, Page 66/filed in said District as Document # _____, at which time:

(i) I was unmarried

(ii) I was married to _____

3. I am:

(a) unmarried (and any person referred to in Paragraph 2 (a) (ii) or Paragraph 2 (b) (ii) above is not entitled to claim the benefit of an existing estate of homestead in the premises)

(b) married, but my spouse, _____, does not occupy or intend to occupy the premises as his/her principal residence, and is therefore not entitled to claim the benefit of an existing estate of homestead in the premises (and any person referred to in Paragraph 2 (a) (ii) or Paragraph 2 (b) (ii) above is not entitled to claim the benefit of an existing estate of homestead in the premises)



Box 56

4. This affidavit is made in connection with the execution of a deed/release/mortgage executed and recorded on or about this date.

Signed under the penalties of perjury this 31st day of August, 2011

Cynthia A. Clark

Cynthia A. Clark

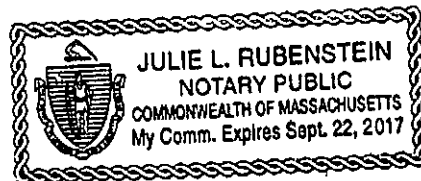
COMMONWEALTH OF MASSACHUSETTS

On this 31st day of August, 2011, before me, the undersigned notary public, personally appeared Cynthia A. Clark (name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

(official signature and seal of notary)

Julie L. Rubenstein

My commission expires: 09/22/2017





MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/22/2017 12:09 PM
ID: 1204039 Doc# 20170922003720
Fee: \$1,162.80 Cons: \$255,000.00

QUITCLAIM DEED

Locus: 14 Herbert Street, Unit 2, Salem, Essex County, Massachusetts 01970

We, REBECCA MACKENZIE and JONATHON PEROS, a married couple, of Salem, Essex County, Massachusetts for consideration paid and in full consideration of Two Hundred Fifty Five Thousand an 00/100 (\$255,000.00) Dollars grant to NICHOLAS L. MONTEFORTE and ALLYSON N. CHAPMAN as both unmarried as now of 14 Herbert Street, Unit 2, Salem, Essex County, Massachusetts joint tenants with rights of survivorship

WITH QUITCLAIM COVENANTS

Unit No. 2 of the 14 HERBERT STREET CONDOMINIUM created by Master Deed dated January 29, 2004 and recorded with the Essex South Registry of Deeds on January 29, 2004 in Book 22337, Page 177, and shown on a plan recorded in said Registry of Deeds with the Master Deed.

The Post Office address of the Unit is 14 Herbert Street, Unit 2, Salem, Massachusetts 01970

The Unit is shown on a plan recorded with the first deed of this Unit recorded with said Registry in Book 22349, Page 39, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L.c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the Units in the Condominium is intended for residential purposes and such other uses set forth in the Master Deed.

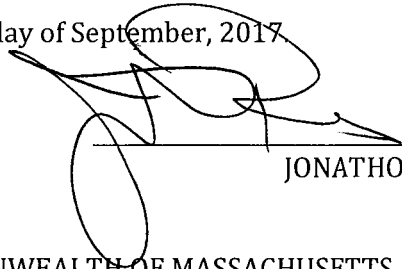
The undivided percentage interest of the Unit in the common areas and facilities is 50%,

We hereby release any and all Homestead Rights in the property and further state under the pains and penalties of perjury that there are no other persons entitled to claim Homestead Rights in the property.

Being the same premises conveyed to the grantors herein by deed recorded with the Essex South Registry of Deeds in Book 35543, Page 378.

Witness our hands and seals this 14th day of September, 2017


REBECCA MACKENZIE

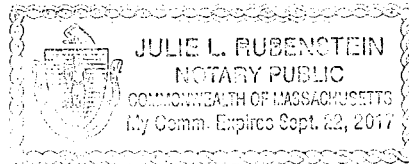

JONATHON PEROS

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss

On this 14th day of September 2017, before me, personally appeared REBECCA MACKENZIE and JONATHON PEROS proved to me through satisfactory evidence of identification which was [Driver License, or _____] to be the person whose name is signed on the preceding document and acknowledged it to be their free act and deed before me and that they signed it voluntarily and for its intended purpose.


Notary Public Julie L. Rubenstein
My Commission Expires: 9/22/17



Signed this 14th day of September, 2017.

Rebecca Mackenzie
Trustee: Rebecca Mackenzie

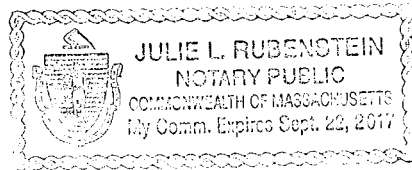
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

September 14 2017

On this 14th day of September, 2017, before me personally appeared Rebecca Mackenzie, Trustee to me through satisfactory evidence of identification which was Diana L. to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily and for its stated purpose and as his/her free act and deed as Trustee.

[Signature]
Notary Public
My Commission Expires: 9/22/17





CERTIFICATE UNDER M.G.L. CHAPTER 183A, SECTION 6(d)

Locus: 14 Herbert Street, Unit 2, Salem, Essex County, Massachusetts 01970

The undersigned, JESUS N Camelo, Trustee and
Rebecca Mackenzie, Trustee of the 14 Herbert Street Condominium
Trust hereby certify in accordance with the authority provided in said Condominium
Trust dated January 29, 2004 and recorded with the Essex South District Registry of
Deeds at Book 22337, Page 190 and Chapter 183A, and Section 6(d) of the
Massachusetts General Laws, that there are no unpaid common charges or assessments
assessed against Unit 2 of 14 Herbert Street Condominium located at 14 Herbert Street,
Salem, Massachusetts through September 30, 2017.

Signed this 9-11-17 day of September, 2017.

Jesus Camelo
Trustee: JESUS Camelo

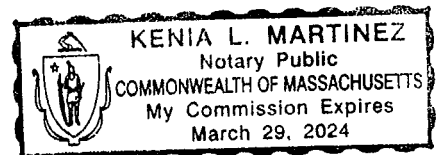
COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

September 11 2017

On this 11 day of September, 2017, before me personally appeared JESUS N. Camelo
DANTE'S WENDE to me through satisfactory evidence of identification
which was _____ to be the person whose name is signed on the preceding
document and acknowledged to me that he/she signed it voluntarily and for its stated
purpose and as his/her free act and deed as Trustee.

Kenia L. Martinez
Notary Public
My Commission Expires:



Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.3865
Historic Name:	Czubeck, John House
Common Name:	
Address:	14 Herbert St
City/Town:	Salem
Village/Neighborhood:	Derby Street
Local No:	35-295
Year Constructed:	1912
Architect(s):	
Architectural Style(s):	No style
Use(s):	Multiple Family Dwelling House
Significance:	Architecture; Ethnic Heritage
Area(s):	
Designation(s):	
Building Materials(s):	Roof: Tar, Built-up Wall: Vinyl Siding; Wood Foundation: Concrete Unspecified



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

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Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Thursday, July 19, 2018 at 4:15: PM

SAL. 3865



Assessor's number
35-295

USGS Quad
Salem

Area(s)

Form Number
3865

Town Salem

Place (neighborhood or village) Derby Street

Address 14 Herbert Street

Historic Name Czubeck Building

Uses: Present Residential

Original Residential

Date of Construction 1912

Source maps, directories

Style/Form

Architect/Builder unknown

Exterior Material:

Foundation Concrete-faced

Wall/Trim Vinyl Siding

Roof Tar

Outbuildings/Secondary Structures

none

Major Alterations (with dates) c.1980 - vinyl siding

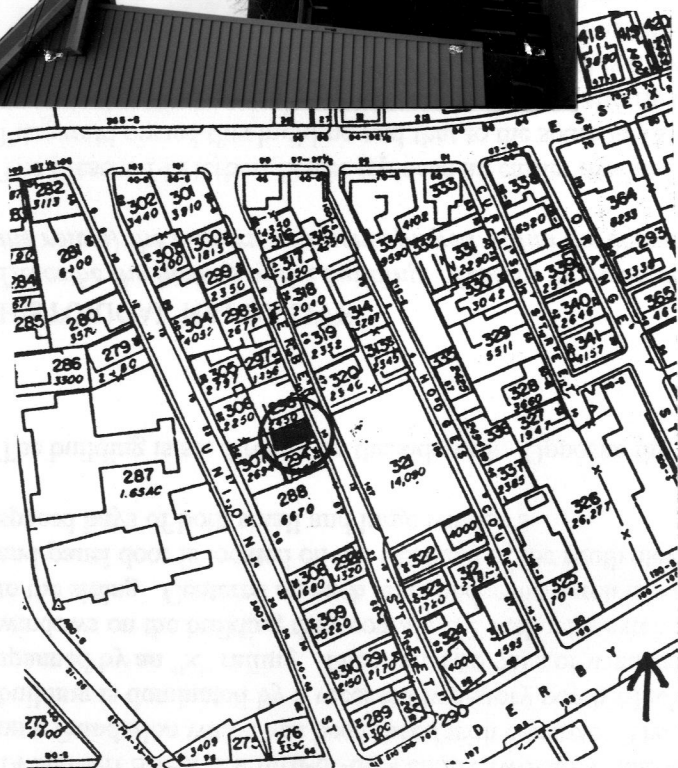
Condition good

Moved no yes Date

Acreage 1127 SF

Setting densely built-up 19th century residential

neighborhood between Essex Street and the waterfront



Recorded by Lisa Mausolf

Organization Salem Planning Department

Date (month/year) April 1998

RECEIVED

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

SEP 30 1998

MASS. HIST. COMM

BUILDING FORM (14 Herbert Street)**ARCHITECTURAL DESCRIPTION**

Describe architectural features. Evaluate the characteristics of the building in terms of other buildings within the community.

14 Herbert Street is a turn-of-the-century two-story, flat-roofed, two-family block which is sheathed in vinyl siding and rests on a foundation which has been faced with concrete. The projecting eaves are encased in siding. The southeast corner of the building is dominated by a recessed two-story porch which is three bays wide and supported by turned posts which are spanned by an "x" railing. There are two bays of windows on the east side facing Herbert Street. Like most of the other windows on the building they contain 2/2 sash with exterior storm windows and shutters; their surrounds are not visible due to the siding. Centered on each level under the porch is a modern door. An additional entrance containing an original glass-and-panel door is located on the west end of the south elevation. Fenestration on the north side consists of three irregularly spaced bays of both small and large windows.

The building is set directly on the sidewalk. Opposite the building is a parking lot.

HISTORICAL NARRATIVE

Describe the history of the building. Explain its associations with local (or state) history. Include uses of the building and the role(s) the owners/occupants played within the community.

The present 14 Herbert Street replaced an earlier dwelling which was owned in 1874 by Hannah Brick. The heirs of Hannah Fitzgerald owned this building and that to the south in 1897. By 1911 the property had been acquired by John Czubeck. It appears that the present building was constructed shortly thereafter. The 1912 directory is the last to show the building as a single-family residence; from 1913 on the property is a two-family dwelling. There is no listing for John Czubeck in the Salem directories although Rev. Joseph Czubeck was appointed pastor of the St. John Baptist (Polish Catholic) Church in 1901 (the building was located at 18-20 Herbert Street) and lived at 31 Union Street.

The building has had a variety of tenants, many of Polish descent, over the years.

BIBLIOGRAPHY and/or REFERENCES

- Arrington, Benjamin F. Municipal History of Essex County in Massachusetts, Volumes I and II. New York: Lewis Historical Publishing Company, 1922.
- Hopkins, G.M. Atlas of Salem, Massachusetts. Philadelphia: 1874.
- McIntyre, Henry C.E. Map of the City of Salem. Philadelphia: 1851.
- Richards, L.J. Atlas of the City of Salem, Massachusetts, 1897.
- Salem City Directories, 1836-1970.
- Walker Lithograph and Publishing Company. Atlas of the City of Salem, Massachusetts. Boston: 1911.

Recommended for listing in the National Register of Historic Places. *If checked, you must attached a completed National Register Criteria Statement form.*