



Owners Absolute Real Estate Auction

~Property Information Packet~

TWO RESIDENTIAL CONDO UNITS

Thursday July 31, 2008
11:00 AM

~ *2-4 Cutters Court* ~
Newburyport, Massachusetts



**Each unit will be offered
individually
or both will be sold in the
entirety**

Open Houses:
Sunday July 20th and 27th
1-3 PM
Or by appointment
Auction Day: 10 AM until Sale

1-800-822-1417
MA LIC# 770



mcinnisauctions.com

76 Main Street - Amesbury, Massachusetts 01913



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JOHN MCINNIS
AUCTIONEERS

76 MAIN STREET
AMESBURY, MASSACHUSETTS 01913
www.mcinnisauctions.com
1-800-822-1417

**IMPORTANT INFORMATION FOR
PROSPECTIVE BIDDERS**

AUCTIONEER'S DISCLAIMER

THE INFORMATION SET FORTH IN THIS PACKET IS BELIEVED TO BE CORRECT AND IS BEING MADE AVAILABLE FOR INFORMATION PURPOSES ONLY. THE OWNER OF THIS PROPERTY AND JOHN MCINNIS AUCTIONEERS MAKE NO WARRANTIES OR GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION.

BUYERS SHALL RELY ENTIRELY ON THEIR OWN INFORMATION, JUDGEMENT AND INSPECTION OF THE PROPERTY AND RECORDS. THIS PROPERTY IS TO BE SOLD ON AN AS IS, WHERE IS BASIS.

***THIS IS AN ABSOLUTE AUCTION
TO BE SOLD TO THE HIGHEST BIDDER REGARDLESS OF PRICE!***

THE AUCTIONEER HEREBY DISCLOSES HE/SHE ARE ACTING SOLELY AS AN AGENT FOR THE SELLER'S IN THE MARKETING, NEGOTIATIONS AND SALE OF THIS PROPERTY. THE PURCHASER(S) AGREE THAT THE SELLER'S AND AUCTIONEER MAKE NO WARRANTY OF ANY KIND REGARDING THE CONDITION OR VALUE OF THE REAL OR PERSONAL PROPERTY.

1-800-822-1417

Dear Prospective Bidder,

Thank you for your inquiry on our upcoming on site Real Estate Auction to be held on Thursday, July 31st at 10 am. John McInnis Auctioneers is proud to offer these two residential condo units, and awaits your finishing touches to complete your very own makeover! This property offers town water and sewer and is located just a short walk to Historic Downtown Newburyport and Waterfront.

The owners of this property have chosen the auction method of marketing to sell these condo units, because of their faith in the quick and simple process of selling real estate at auction. Their decision allows you to set the market price for this wonderful property with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know the property is being sold “as is, where is, with all faults”, be sure to attend one of the scheduled “open house” previews, as it will allow you to view the property and answer any questions you may have. Open Houses for this auction have been scheduled for Sunday, July 20th and 27th 1-3 pm or by appointment and auction day 10:00 am until sale.

This is an absolute auction and will be sold to the highest bidder regardless of price. Remember, this is not a foreclosure sale. When you purchase this home you receive clear marketable title.

Please remember to have the \$15,000.00 certified deposit check and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction. The sale is not contingent upon your ability to acquire mortgage financing. We encourage you to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Enclosed is a Sample Purchase and Sale Agreement for you and your attorney to review. There can be no changes made to the Agreement.

This information packet has been assembled for your convenience. Our Experienced staff is readily available to assist you with any questions you may have regarding the property or the auction process. We welcome your calls. We look forward to seeing you at the auction and good luck with your bids!!

Sincerely,

John

John P. McInnis



Owners Absolute Real Estate Auction

Two Residential Condo Units
-Each unit will be offered individually or both will be sold in the entirety-

AUCTION DATE:

Thursday July 31st

To Be Held On Site **AT 11:00 AM**

Open Houses:

Sunday, July 20th and 27th 1-3 pm

Or by appointment

Auction Day 10:00 am until sale

Terms of Sale: *A deposit, of Fifteen Thousand Dollars (\$15,000.00) must be presented in cash, certified or bank check. Balance in 30 days.*

- A.** Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to John McInnis Auctioneers, Escrow Agent.
- B.** Closing will take place on or before Monday, September 1st, 2008, 30 days from the auction unless otherwise agreed upon by Seller, in writing.
- C.** The property is being sold **“as is, where is, with all faults”**. We encourage you to attend the preview showing and thoroughly inspect the property. You must to rely on your own inspection and judgment when bidding on this property.
- D.** This is an absolute auction and will be sold to the highest bidder regardless of price.
- E.** The property is **NOT** being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- F.** Other terms if any to be announced at the auction sale.

TERMS AND CONDITIONS OF SALE

1. Auctioneer is John McInnis Auctioneers, 76 Main Street, Amesbury, Massachusetts. **Massachusetts Auctioneer's License #AU770.**
2. The Seller is **Moskow M B Hall D D Trs**, herein, "Sellers".
3. This sale is of certain real property; **TWO RESIDENTIAL CONDO UNITS**
Each unit will be offered individually or both will be sold in the entirety
Located at:

2-4 Cutters Court • Newburyport, Massachusetts

The property will be sold "AS IS, WHERE IS, WITH ALL FAULTS".
4. A description of said Property to be sold is contained herein. Said real estate is described in a deed recorded in the **Essex** County Registry of Deeds, Book **08919**, Page **0491**. (to be updated with recording of condo docs)
5. The sale may be adjourned from time to time as the Auctioneer may determine.
6. **TERMS OF SALE:** An initial deposit of **Fifteen Thousand Dollars (\$15,000.00)** in cash, certified or bank check will be required at the time and place of the auction to register to bid on the property. Balance in 30 days. No bid will be considered unless said bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected.
7. Auction will be conducted as a public auction and is an absolute auction and will be sold to the highest bidder regardless of price.
At the completion of the sale, the highest bidder will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
8. The balance of the purchase price payable by the successful bidder shall be made in cash, certified check, cashier's or bank check. Closing is to be held no more than **thirty (30) days** following the date of the Purchase and Sale Agreement.
9. Seller will convey good and marketable title to said property, free and clear of all encumbrances, except building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing of property and easements/right-of-way which exist on the face of the earth.
10. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the

Massachusetts State Bar Association. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

11. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder's deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer's deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.
12. The Buyer's commitment under the Purchase and Sale Agreement will **NOT** be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by the Buyer to perform.
13. The property is sold "**AS IS, WHERE IS, WITH ALL FAULTS**", and with all existing defects and without any warranties of any kind even as to fitness for a particular purpose, habitability or merchantability. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. BUYER agrees that SELLERS are not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expense for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATION MADE BY SELLERS OR HIS AGENTS.

14. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, the Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and

receive any insurance proceeds or eminent domain award received by Sellers on account of the damage or loss.

- 15.** In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.
- 16.** The Auctioneer acts only as agent for the Seller(s).
- 17.** In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
- 18.** Other terms or conditions may be announced at the sale.

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below, herein agrees to purchase said real estate in accordance with the following terms and conditions.

1.SELLER(S):

BUYER(S):

Moskow M B- Hall DD Trs

Address:

Address: _____

___ Unit 2: 2 Cutters Court Newburyport, MA
___ Unit 4: 4 Cutters Court, Newburyport, MA
___ 2-4 Cutters Court, Newburyport, MA

Tel. No: _____

Tel.No. _____

2. PROPERTY:

DEED REFERENCE: Book 8919 Page 491
(to be updated with recording of condo docs)

3. BID PRICE (HAMMER PRICE)

\$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER

\$ _____

DEPOSIT required at the time of registration on auction day to be held by John McInnis Auctioneers, receipt of which is acknowledged and in NON-REFUNDABLE, except as provided below.

15,000.00

\$ _____

Balance Due at Transfer of Title:

\$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before **Sept 1, 2008**, at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the **Essex County Registry** of Deeds on or before **Sept 1, 2008**.

5. Title shall be transferred by a _____ **Deed** to the premises, which shall be provided at Seller's expense.

6. Buyer may examine title for 10 days after the day the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts State Bar Association**. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

7. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or casualty, the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of said insurance which Seller agrees to assign to Buyer if Buyer so elects.

8. Real estate taxes and all charges against the property shall be apportioned as of the date of transfer of title.

9. If Buyer desires an examination of title, he shall pay the cost thereof. Buyer may examine title for 10 days after the date the bid is accepted and shall within that time notify seller in writing of any defects in title that may render the title unmarketable in accordance with the standards adopted by the **Massachusetts State Bar Association**. Sellers shall have 30 days to cure any defects of title so brought to its attention that may render the title unmarketable. Buyer shall have the right to rescind and be refunded

his deposit where defects of title that render the title unmarketable are not cured by sellers with the above-stated number of days.

10. This instrument is to be construed as a **Massachusetts Contract**; and is to take effect as a sealed instrument; set forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation there under shall be joint and several.

11. **TIME IS OF THE ESSENCE** as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement herein shall survive the closing.

12. **Risk of Defects.** The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the **“AS IS, WHERE IS, WITH ALL FAULTS”** condition and subject to all laws and ordinances with all faults of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representation made by Sellers or Auctioneer.

13. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, said bidder’s deposit will be retained by the Seller, unless the Auctioneer, in its sole discretion, reopens the bidding, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of bidding and compliance with the terms of sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Sellers will retain the Buyer’s deposit. A bidder or buyer whose deposit is retained under this paragraph shall be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney’s fees.

14. Any and all representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf. The Buyer fully acknowledges that he or she has examined the real estate to be sold and is purchasing at public Auction and accepts the property as is as shown.

15. The Sellers and Buyers agree that the Auctioneer is exclusively responsible for conducting and orchestrating this real estate auction in that no commission is due to any other broker or agent except as follows:

16. Buyer acknowledges that in the event he or she is represented by a Broker, up to a **2% co-broke fee** is entitled to that Broker, according to the terms on the Broker Participation Form and the Broker should have pre-registered a Buyer forty-eight (48) hours prior to the auction.

17. **Lead Paint Law-** - The Buyer acknowledges that whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age. Buyer further acknowledges that he has been notified of said lead paint law by Seller and Auctioneer.

Buyer _____
Date July 31, 2008 SS#:

Buyer _____
Date July 31, 2008 SS#:

The Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth.

Seller _____
Date July 31, 2008 SS#:

Seller _____
Date July 31, 2008 SS#:

Auctioneer _____
Date July 31, 2008

PROPERTY DESCRIPTION

DESCRIPTION: **Two residential condo units walking distance to Historic Downtown Newburyport**

TOWN: Newburyport, Massachusetts

LOCATION: 2-4 Cutters Court

BUILT: 1850

STYLE: Family Conversion

LAND: 3700 +/- sq ft

LIVING SPACE SQ FT: 2,299 +/- square feet

TOTAL ROOMS: 12 Rooms

BATHROOMS: 2 Baths

ROOF SURFACE: Asphalt Shingles

SIDING: Clapboard

INSULATION: Unknown

HEATING: Forced Air Duc

LEVELS: Two Stories

WATER: Town

SEWER: Town

LAND USE: Two Family



	Unit 2	Unit 4
Location	Southeasterly Side	Northwesterly side
Approximate Area	1,042 +/- sq ft	1,003 +/- sq ft
Number of Rooms	6	6
Proportionate Interest	50%	50%

MUNICIPAL DATA:

Town of	Newburyport, Massachusetts
Title Reference:	Book 08919, Page 0491
Date Recorded:	4/24/1987
Assessed Value:	\$405,400.00
	(Currently assessed as one property)
Tax Bill:	\$ 4,168.57

PARTICIPATION INFORMATION
BUYER'S BROKER REGISTRATON FORM

Broker/Salesperson: _____
Agency: _____
Address: _____
Telephone Number: _____

Dear John McInnis Auctioneers,

As a licensed real estate broker/salesperson I, _____
License Number _____ (attach copy of Real Estate
License),

Wish to register my client:

Name: _____

Address: _____

Telephone Number: _____

For the upcoming auction of the following property: _____,
With an opening bid amount of \$ _____.

I will attend a scheduled preview, if any and the auction along with my client who will register to bid on the day of auction. It is my understanding that a fee will be paid to the above listed Real Estate Agency should my client be the successful bidder, pays for and closes on the property and I have registered them at least **forty-eight (48) hours** prior to the day of auction. No oral registrations will be accepted. (Please note that principals are excluded from this program.)

I am representing my client, the Buyer, and not the Seller. Further, I shall hold harmless and indemnify John McInnis Auctioneers, and the Seller from any and all claims, costs, or expenses, including reasonable attorney's fees, which may arise out of any actions or inaction's or representations made by me in connection with the sale of this property.

A prospective bidder that has previously been in contact with John McInnis Auctioneers or the Seller concerning the subject property will not be eligible as a client for any broker or salesperson.

A **TWO PERCENT (2%) commission** will be paid to a Licensed Broker who has procured a Buyer through his or her own efforts.

THERE WILL BE NO EXCEPTIONS TO THESE BROKER REQUIREMENTS.

In addition to my signature below, please find the signature of my client, indicating that they have seen and agreed to the above.

Witness

Broker/Salesperson Date

Witness

Broker/Salesperson Date

FINANCING AVAILABLE

TO

QUALIFIED BUYERS

THROUGH



Please Contact:

Kimberley A. Foulkes

Vice President, Residential Lending Officer

63 State Street – Newburyport, MA 01950

Office: 978.225.8726

Fax: 978.225.8744

Email: kfoulkes@newburyportbank.com

We provided the name of the above mentioned lender and their contact for your convenience. We make no representation as to the availability of financing or to individual's ability to qualify for financing. Additionally, we recommend to interested parties, that the successful buyer(s) must close on the property according to the terms of sale and the closing **is not** contingent upon financing.

REAL ESTATE ABSENTEE BID FORM

I, _____ (Name)

Of, _____ (Address),

Wish to submit the following as my high bid on the following Real Estate:

Situated in the City/Town of: Newburyport, MA

Street Address: 2-4 Cutters Court

County: Essex State of: Massachusetts

Amount of Bid: \$

Circle One: 2 Cutters Court 4 Cutters Court 2-4 Cutters Court

I understand that John McInnis Auctioneers will be auctioning this property on: **July 31, 2008**. If this bid is the highest bid for the subject property, I agree to execute a purchase and sale agreement in the amount for the subject property within forty-eight (48) hours after the sale. I recognize that John McInnis Auctioneers has been retained to conduct the above auction on behalf of the seller and that its acceptance and placement of my absentee bid is purely an accommodation on the part of John McInnis Auctioneers and I, my successors and assigns agree and convenient that no liability on the part of John McInnis Auctioneers is incurred by reason of its acceptance and placement of this bid and further, I hereby release and waive any claims against John McInnis Auctioneers of whatever nature arising out of or because of this bid. In the event that I or my personal representation should fail, refuse or neglect to execute an deliver a valid and binding purchase and sale agreement for the within property, if this absentee bid is the highest bid therefore, then my deposit in the amount of \$_____ which accompanies this bid shall be forfeited and I or my personal representatives may be liable for additional damages, costs and expenses incurred by the seller including attorneys fees. Furthermore, I have seen and fully understand the purchase and sales agreement for this property. If the auction is one with more than one property/lot/unit and my first choice above is not successful, I agree to place the same bid on the following:

_____.

DATE: _____, 2008

Witness

Signature

Print Name

Cutter's Court Condominium Master Deed

David D. Hall and Michael B. Moskow, Trustees of Moskow/Hall Realty Trust II u/d/t dated April 6, 1987 and recorded with the Essex South District Registry of Deeds at Book 8919, Page 485 (hereinafter referred to as the "Seller"), being the sole owner of the land at 2-4 Cutter's Court, Newburyport, Essex County, Massachusetts, and more particularly described in Exhibit A attached hereto, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Building

There are two attached buildings (hereinafter referred to as "the Building") located on the above referenced land. In total, there are two (2) residential units in the Building. The Building is constructed primarily of wood. The foundation of the Building is constructed of stone, brick, and concrete. The Building is located at 2-4 Cutter's Court, Newburyport, Essex County, Massachusetts.

3. Description of Units.

The designation of each Condominium unit (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the exclusive use areas to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit B annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the wood floor.
- (b) Ceilings: The plane of the lower surface of the wood ceiling.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.
- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

4. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements") consist of such common areas and facilities as may be defined in Chapter 183A.

5. Floor Plans

Simultaneously with the recording hereof, there has been recorded with Essex South District Registry of Deeds a set of floor plans of the Building, entitled "Condominium Plans in Newburyport, Massachusetts prepared for Cutter's Court Condominiums 2-4 Cutter's Court" prepared by Jeffrey S. Hoffmann, P.L.S., dated April 4, 2008, consisting of 2 sheets and showing the layout, location, Unit numbers and dimensions of the Units, and stating the name of the Building, and bearing the verified statement of Jeffrey S. Hoffmann certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

6. Use of Building and Units.

The Units are intended only for residential purposes. No other use may be made of any Unit without the prior written consent of the Trustees of the Cutter's Court Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purposes. Unit 2 has the benefit of the exclusive use of the areas shown as "E.U.A. Unit 2" and exclusive use of the entry areas shown as "E.U.E. Unit 2" and Unit 4 has the benefit of the exclusive use of the areas shown as "E.U.A. Unit 4" and exclusive use of the entry areas shown as "E.U.E. Unit 4" as shown on the plans entitled "Condominium Plans in Newburyport, Massachusetts prepared for Cutter's Court Condominiums 2-4 Cutter's Court" dated April 4, 2008 and recorded herewith.

7. Parking.

The owner of Unit 2 shall have the exclusive right to park one vehicle at all times in the parking area shown as "E.P.A. Unit 2" and the owner of Unit 4 shall have the exclusive right to park one vehicle at all times in the parking area shown as "E.P.A. Unit 4" on the plans entitled "Condominium Plans in Newburyport, Massachusetts prepared for Cutter's Court Condominiums 2-4 Cutter's Court" dated April 4, 2008 and recorded herewith. **Part of the area shown as "E.P.A. Unit 4" is in the public way known as Cutter's Court and is not part of this Condominium.**

8. Amendment of Master Deed.

This Master Deed may be amended from time to time, and the Units may be removed from Chapter 183A, by a written instrument signed and acknowledged by the owners of more than 50% interest in the common areas and facilities of the Condominium and recorded in the Essex South District Registry of Deeds. No such amendment or removal shall be effective unless assented to in writing by the holders of a first mortgage on each Unit. No such amendment shall change the percentage interest of any Unit Owner in the common areas and facilities without the consent in writing of such Unit Owner and the holders of any mortgages on such unit.

9. Name of Condominium.

The Condominium is to be known as "Cutter's Court Condominiums". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "Cutter's Court Condominium Trust". The names of the initial Trustees of the Trust are: David D. Hall and Michael B. Moskow as Trustees of Moskow/Hall Realty Trust. The Declaration of Trust contains By-Laws enacted pursuant to said Chapter 183A.

10. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

11. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a 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 such Building stands.

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

13. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended

from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

14. Sale, Rental and Mortgaging of Units.

The Seller reserves to themselves and their successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; and (b) the right to transact any business within the Condominium to accomplish the foregoing.

15. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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.

16. 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.

17. Captions.

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

18. Conflicts.

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

WITNESS the execution hereof, under seal, this ___ day of July, 2008.

David D. Hall, Trustee of
Moskow/Hall Realty Trust II

Michael B. Moskow, Trustee of
Moskow/Hall Realty Trust II

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of July, 2008, before me, the undersigned notary public, personally appeared David D. Hall, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of July, 2008, before me, the undersigned notary public, personally appeared Michael B. Moskow, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

EXHIBIT A
Legal Description

A certain parcel of land with the buildings thereon situated at 2 and 4 Cutter's Court, Newburyport, Essex County, Massachusetts, bounded and described as follows:

Commencing at the Southerly corner thereof on Cutter's Court, so-called, by land formerly of Richard Fitzgerald and others; thence running

- | | |
|---------------|---|
| NORTHWESTERLY | by said Court seventy (70) feet to land of or formerly of Timothy Monahan and others ; thence running |
| NORTHEASTERLY | by land of or formerly of said Monahan and others fifty-seven feet six inches (57'6") to land of or formerly of Edmund Flanagan; thence running |
| SOUTHEASTERLY | by land of or formerly of said Flanagan, forty-six feet six inches (46'6") to land of or formerly of Paul Hennessey; thence running |
| SOUTHWESTERLY | by land of or formerly of said Hennessey, thirty-three (33) feet; thence running |
| SOUTHEASTERLY | by land of said Hennessey, twenty-three feet six inches (23'6") to land of or formerly of Fitzgerald and others; thence running |
| SOUTHWESTERLY | by land of or formerly of said Fitzgerald and others thirty (30) feet to the first named bounds. |

For title reference see deed of Gordon Hall, III, a/k/a Gordon Hall, and Michael B. Moskow, a/k/a Michael Moskow and a/k/a Michael Moskow, dated April 6, 1987, recorded with Essex South District Registry of Deeds at Book 8919, Page 491.

EXHIBIT B

Unit 2

Location	Southeasterly side of lot
Approximate Area	1,042 square feet
Number of Rooms	6
Proportionate Interest	50%

Unit 4

Location	Northwesterly side of lot
Approximate Area	1,003 square feet
Number of Rooms	6
Proportionate Interest	50%

Unit Deed

David D. Hall and Michael B. Moskow, Trustees of Moskow/Hall Realty Trust II u/d/t dated April 6, 1987 and recorded with the Essex South District Registry of Deeds at Book 8919, Page 485, located at 75 Water Street, Newburyport, Massachusetts ("Grantor"),

for consideration of _____ Thousand and 00/100 (\$ _____) Dollars paid,

grant to _____, of Unit 2, 2-4 Cutter's Court, Newburyport, MA ("Grantee"), with QUITCLAIM COVENANTS,

the unit ("Unit") known as Unit 2 in the building known as Cutter's Court Condominium, 2-4 Cutter's Court, Newburyport, Essex County, Massachusetts ("Building"), a condominium ("Condominium") established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated _____, recorded herewith ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded simultaneously with the Master Deed, and is shown on the copy of a portion of the Plans attached hereto and made a part hereof, to which is affixed the verified statement of a professional land surveyor in the form required by Section 9 of Chapter 183A.

The Unit is conveyed together with:

1. An undivided interest of 50% in the common areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit.
2. The exclusive use of the yard area shown as "E.U.A. Unit 2";
3. The exclusive use of the entry shown as "E.U.E. Unit 2";
4. The exclusive use of the parking area shown as "E.P.A. Unit 2";
5. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.
6. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.

7. Rights and easements in common with other Unit Owners as described in the Master Deed.

Said Unit is conveyed subject to:

- (1) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees;
- (2) An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units;
- (3) Exclusive rights in favor of the owner of Unit 4 to use the yard area shown as "E.U.A. Unit 4" designated on the Plans;
- (4) Exclusive rights in favor of the owner of Unit 4 to use the entry shown as "E.U.E. Unit 4" designated on the Plans;
- (5) Exclusive rights in favor of the owner of Unit 4 to use the parking area shown as "E.P.A. Unit 4" designated on the Plans;
- (6) The provisions of this Unit Deed, the Master Deed, the Declaration of Trust, and the Plans, as the same may be amended from time to time by instrument recorded in the Essex South District Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein;
- (7) All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended only for residential purposes, and no other use may be made of the Unit.

The mailing address of the unit is Unit 2, 2 Cutter's Court, Newburyport, Massachusetts 01950.

Executed as a sealed instrument, this ___ day of _____, 2008.

David D. Hall, Trustee of
Moskow/Hall Realty Trust II

Michael B. Moskow, Trustee of
Moskow/Hall Realty Trust II

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 2008, before me, the undersigned notary public, personally appeared David D. Hall, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 2008, before me, the undersigned notary public, personally appeared Michael B. Moskow, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

Unit Deed

David D. Hall and Michael B. Moskow, Trustees of Moskow/Hall Realty Trust II u/d/t dated April 6, 1987 and recorded with the Essex South District Registry of Deeds at Book 8919, Page 485, located at 75 Water Street, Newburyport, Massachusetts ("Grantor"),

for consideration of _____ Thousand and 00/100 (\$ _____) Dollars paid,

grant to _____, of Unit 4, 2-4 Cutter's Court, Newburyport, MA ("Grantee"), with QUITCLAIM COVENANTS,

the unit ("Unit") known as Unit 4 in the building known as Cutter's Court Condominium, 2-4 Cutter's Court, Newburyport, Essex County, Massachusetts ("Building"), a condominium ("Condominium") established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated _____, recorded herewith ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded simultaneously with the Master Deed, and is shown on the copy of a portion of the Plans attached hereto and made a part hereof, to which is affixed the verified statement of a professional land surveyor in the form required by Section 9 of Chapter 183A.

The Unit is conveyed together with:

1. An undivided interest of 50% in the common areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit.
2. The exclusive use of the yard area shown as "E.U.A. Unit 4";
3. The exclusive use of the entry shown as "E.U.E. Unit 4";
4. The exclusive use of the parking area shown as "E.P.A. Unit 4" **subject to the rights of the public in the portions of the area that are within the public way known as Cutter's Court, which is not part of this Condominium;**
5. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.
6. An easement in common with the owners of other units to use any pipes, wires, ducts,

flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.

7. Rights and easements in common with other Unit Owners as described in the Master Deed.

Said Unit is conveyed subject to:

- (1) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees;
- (2) An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units;
- (3) Exclusive rights in favor of the owner of Unit 2 to use the yard area shown as "E.U.A. Unit 2" designated on the Plans;
- (4) Exclusive rights in favor of the owner of Unit 2 to use the entry shown as "E.U.E. Unit 2" designated on the Plans;
- (5) Exclusive rights in favor of the owner of Unit 2 to use the parking area shown as "E.P.A. Unit 2" designated on the Plans;
- (6) The provisions of this Unit Deed, the Master Deed, the Declaration of Trust, and the Plans, as the same may be amended from time to time by instrument recorded in the Essex South District Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein;
- (7) All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended only for residential purposes, and no other use may be made of the Unit.

The mailing address of the unit is Unit 4, 4 Cutter's Court, Newburyport, Massachusetts 01950.

Executed as a sealed instrument, this ____ day of _____, 2008.

David D. Hall, Trustee of
Moskow/Hall Realty Trust II

Michael B. Moskow, Trustee of
Moskow/Hall Realty Trust II

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2008, before me, the undersigned notary public, personally appeared David D. Hall, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2008, before me, the undersigned notary public, personally appeared Michael B. Moskow, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Moskow/Hall Realty Trust II.

Notary Public
My Commission Expires:

ASSESSORS REFERENCE
MAP 89, LOT 81

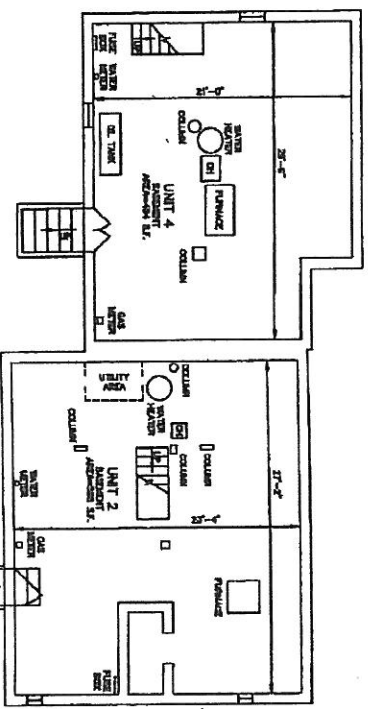
PLAN REFERENCES
1-14-11 MAP 89, LOT 81
2-17-04 BOOK 612, PLAN PM 1530-D

DEED REFERENCE
BOOK 619, PAGE 1530-E

ZONING DISTRICT
R203

LEGEND

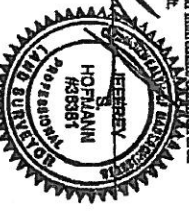
- ELIA EXISTING USE AREA
- EP.A. EXISTING PARKING AREA
- EP.D. EXISTING DRIVEWAY
- EP.F. EXISTING DRIVEWAY
- EP.G. EXISTING DRIVEWAY
- EP.H. EXISTING DRIVEWAY
- EP.I. EXISTING DRIVEWAY
- EP.J. EXISTING DRIVEWAY
- EP.K. EXISTING DRIVEWAY
- EP.L. EXISTING DRIVEWAY
- EP.M. EXISTING DRIVEWAY
- EP.N. EXISTING DRIVEWAY
- EP.O. EXISTING DRIVEWAY
- EP.P. EXISTING DRIVEWAY
- EP.Q. EXISTING DRIVEWAY
- EP.R. EXISTING DRIVEWAY
- EP.S. EXISTING DRIVEWAY
- EP.T. EXISTING DRIVEWAY
- EP.U. EXISTING DRIVEWAY
- EP.V. EXISTING DRIVEWAY
- EP.W. EXISTING DRIVEWAY
- EP.X. EXISTING DRIVEWAY
- EP.Y. EXISTING DRIVEWAY
- EP.Z. EXISTING DRIVEWAY
- EP.1. EXISTING DRIVEWAY
- EP.2. EXISTING DRIVEWAY
- EP.3. EXISTING DRIVEWAY
- EP.4. EXISTING DRIVEWAY
- EP.5. EXISTING DRIVEWAY
- EP.6. EXISTING DRIVEWAY
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- EP.8. EXISTING DRIVEWAY
- EP.9. EXISTING DRIVEWAY
- EP.0. EXISTING DRIVEWAY



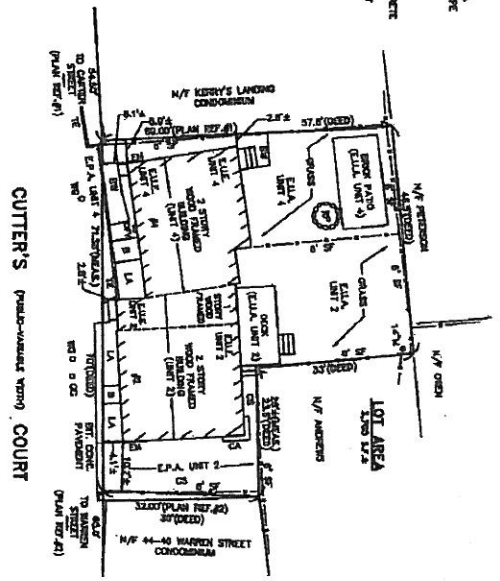
BASEMENT
1/8" = 1'-0"

I certify that this plan shows Unit # 2 being conveyed and the immediately adjoining walls, and that it fully and accurately depicts the layout, location, dimensions, approximate area, and other information appearing on this plan to which the unit has access, as built.

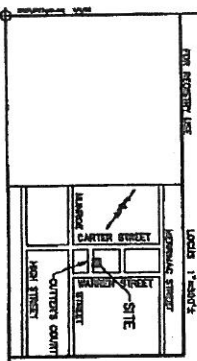
DATE: 11/10/11



SITE PLAN
1" = 10'



CUTTER'S COURT
(FIELD-MADE FROM VERNON COURT)



1. HEREBY CERTIFY THAT THE SEVERAL PLANS SUBMITTED TO ME BY THE APPLICANT FOR THE CONVEYANCE OF THE UNIT BEING CONVEYED AND OF THE IMMEDIATELY ADJOINING WALLS, AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, AND OTHER INFORMATION APPEARING ON THIS PLAN TO WHICH THE UNIT HAS ACCESS, AS BUILT.

DATE: 11/10/11

2. HEREBY CERTIFY THAT THE SEVERAL PLANS SUBMITTED TO ME BY THE APPLICANT FOR THE CONVEYANCE OF THE UNIT BEING CONVEYED AND OF THE IMMEDIATELY ADJOINING WALLS, AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, AND OTHER INFORMATION APPEARING ON THIS PLAN TO WHICH THE UNIT HAS ACCESS, AS BUILT.

DATE: 11/10/11

3. HEREBY CERTIFY THAT THE SEVERAL PLANS SUBMITTED TO ME BY THE APPLICANT FOR THE CONVEYANCE OF THE UNIT BEING CONVEYED AND OF THE IMMEDIATELY ADJOINING WALLS, AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, AND OTHER INFORMATION APPEARING ON THIS PLAN TO WHICH THE UNIT HAS ACCESS, AS BUILT.

DATE: 11/10/11

CONDOMINIUM PLANS
NEWBURYPORT, MASSACHUSETTS

FORWARDED TO:
CUTTER'S COURT CONDOMINIUMS
24 CUTTER'S COURT - NEWBURYPORT, MASSACHUSETTS
01950

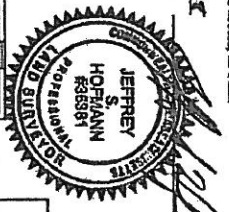
DATE: APRIL 4, 2008
SCALE: AS SHOWN

NORTHSTAR
LAND SURVEY SERVICES

7 THE FAULKNER - FALL 1 - SUITE 7
P.O. BOX 131 - NEWBURYPORT, MA 01950
TEL: (978) 461-1171 FAX: (978) 465-1017
EMAIL: INFO@NORTHSTARLANDSURVEY.COM

I certify that this plan shows Unit # 2 being conveyed and the immediately adjoining units, and that it fully and accurately depicts the layout, location, dimensions, approximate area, main entrance and immediate common area to which the units access, as built.

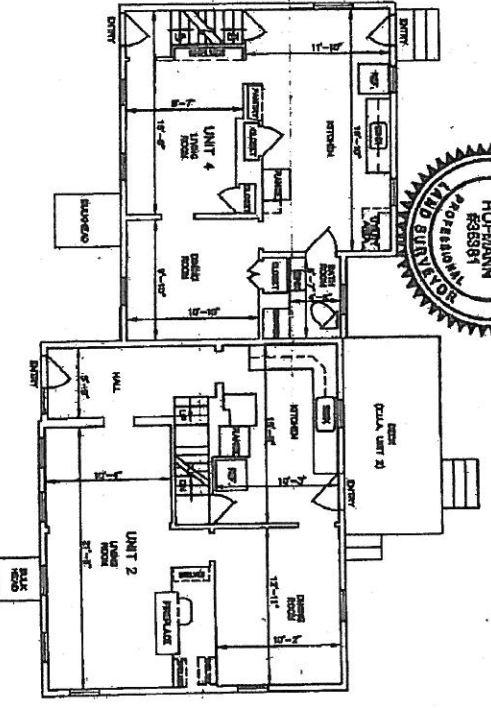
DATE: 4/4/88



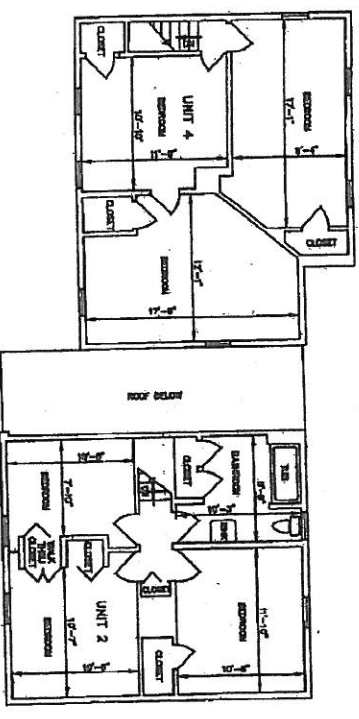
AREA SUMMARY

UNIT	UNIT 2	UNIT 4
FIRST FLOOR	584 S.F.	628 S.F.
SECOND FLOOR	438 S.F.	504 S.F.
TOTAL	1,022 S.F.	1,132 S.F.

FIRST FLOOR
1/8" = 1'-0"

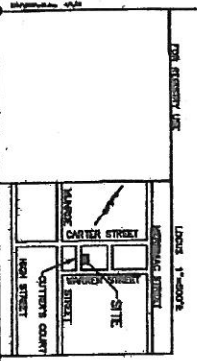


SECOND FLOOR
1/8" = 1'-0"



ELEVATIONS
N/A

UNIT	UNIT 2	UNIT 4
FIRST FLOOR	E.L. = 14.8	E.L. = 14.8
SECOND FLOOR	E.L. = 7.1	E.L. = 7.1
BASEMENT	E.L. = 0.4	E.L. = 0.4

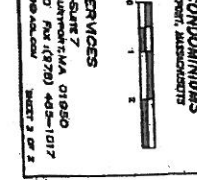


1. I HEREBY CERTIFY THAT THE ABOVE PLAN SHOWS THE UNIT, COMMON AREAS OF THE UNIT, AND ADJACENT UNITS, AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH THE UNITS ACCESS, AS BUILT.

THIS PLAN COMPARES TO THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF REGISTERED PROFESSIONAL LAND SURVEYORS OF THE STATE OF MASSACHUSETTS AND THE MASSACHUSETTS CONDOMINIUM ACT, CHAPTER 184A, SECTION 7. I HAVE REVIEWED THE PLAN AND THE UNITS OF THIS CONDOMINIUM AND THE UNITS OF ADJACENT UNITS, AND I CERTIFY THAT THE UNITS OF THIS CONDOMINIUM AND THE UNITS OF ADJACENT UNITS ARE IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF REGISTERED PROFESSIONAL LAND SURVEYORS OF THE STATE OF MASSACHUSETTS AND THE MASSACHUSETTS CONDOMINIUM ACT, CHAPTER 184A, SECTION 7.

1. I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH THE UNITS ACCESS, AS BUILT.

THE TOWN OF NEWBURYPORT, MASSACHUSETTS
 NORTHSTAR STREET
 CUTTER'S COURT CONDOMINIUMS
 P.O. BOX 1517 - NEWBURYPORT, MASSACHUSETTS 01950
 TEL: (603) 465-3800 FAX: (603) 465-1017
 DATE: 4/4/88
 DRAWN: J.S.H. (JEFFREY S. HOFFMANN)





City of Newburyport

Building Department

CITY HALL

NEWBURYPORT, MASSACHUSETTS 01950

TELEPHONE: (617) 462-8701

EDWARD A. HEWETT
Building Official/Codes Administrator

March 13, 1989

Mr. David Hall
Property Manager
Hall & Moscow
Federal Street
Newburyport, Ma. 01950

Dear David:

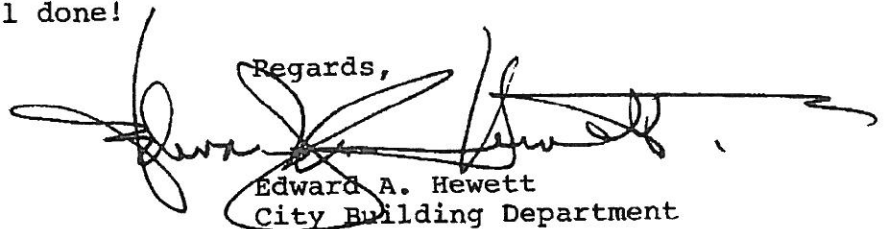
SUBJECT: City of Newburyport RESIDENTIAL USE and OCCUPANCY Certificate (COP #32-3/89), i.e. General ReHab to Existing Single Family 6 Room Dwelling, #2 Cutter's Court, (A/R#367-12/88), Legal Reference: City Code of Ordinances (Zoning) Section X-D/page 38 as amended 11/30/87.

The City of Newburyport, Office of your local Building Department, files its report of final inspection of works performed under City A/R Permit dated 12/12/88 at #2 Cutter's Court.

The City Department found the fully rehabed structure to be safe and should perform satisfactorily for its intended USE AND OCCUPANCY Designation (See Attached Certificate COP #32-3/89).

David, a job well done!

Regards,



Edward A. Hewett
City Building Department

EAH:bp
cc City Office of Assessors

Reference: MGLA Chapter 143, Sections 3, 3A and 61. City Works Permit A/R#367-12/88 as issued. City Land Use Control Law (Zoning Ordinance) Section X-D/page 38.



City of Newburyport
 Office of Inspector of Building/Housing & Codes
 CITY HALL
 NEWBURYPORT, MASSACHUSETTS

Use Group "R"
 (780 CMR 209.4)

Permit No. COP#32

Date 3/13/89

Use and Occupancy Certificate

In accordance with the provision of Section 3 of Chapter 143 of the General Laws (Ter. Ed. Amended) this
 USE and OCCUPANCY CERTIFICATE is hereby issued to Moscow & Hall/Owners
 for the building located at 2 Cutter's Court consisting of 6 rooms, 2 stories.
 Use Classification: City Use Class NO 1 Construction Type: 4
 Occupation/use description: Fully ReHAbed Dwelling Unit

I Certify that I have inspected the above property and that the building, its uses and accessory uses as stated above, comply in all respects the City of Newburyport Zoning Ordinance, the City Building/Housing Code and related codes and ordinances. The requirements as set forth in the Chapter 143 of the General Laws of the Commonwealth have been met.

See City Inspection
 Services Report

[Signature]
 Edward A. Hewett

This Certificate must be posted.
 (City A/R #367-12/88)

Building Official/Codes Administrator
 (Mass. Law 780 CMR 119.2)

SELLER'S DISCLOSURE

Property: 2-4 Cutters Court, Newburyport, MA
John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY:

Town/City: Newburyport

Type of System:

Malfunctions: _____

Not Known

Date of Installation: _____

Not Known

Date of Most Recent

Water Test: _____

Not Known

INSULATION DISCLOSURE:

Attic: Blown In - Limited Info.

Not Known

Exterior Walls: _____

Not Known

SEPTIC SYSTEM DISCLOSURE: N/A

Size: _____ N/A _____ N/A

Not Known _____

Location: _____ N/A _____

Not Known _____

Malfunctions: _____

Not Known _____

TOWN SEWERAGE:

Town/City: Newburyport

KNOWN HAZARDOUS MATERIALS DISCLOSURE:

A) Asbestos

Used to have Sealing

Not Known

B) Lead Based Paint

NOT TESTED - LIKELY

Not Known

C) Radon

Not Known

D) Underground Tanks

Not Known

 _____
Seller's Signature Date 2/9/08

Seller's Signature Date

Buyer's Signature Date

Buyer's Signature Date

Potential Purchasers are encouraged to seek information from any professionals in any of these areas regarding a specific issue.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure(initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and or lead-based paint hazards are present in the housing(explain). _____

Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

___ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser will all available records and reports pertaining too lead- based paint and or lead-based paint hazards in the housing (list documents below). _____

Seller has no reports or records pertaining to lead- based paint and or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

___ (c) Purchaser has received copies of all information listed above.

___(d) Purchaser has received the pamphlet *Protect your Family from Lead in your Home.*



MBLU : 54/ 71/ / / /
Location: 2-4 CUTTERS CT
Owner Name: MOSKOW M B -HALL D D TRS
Account Number:

Parcel Value

Current Assessed Value	FY 2008 Assessed Value
405,400	405,400

Owner of Record

MOSKOW M B -HALL D D TRS
 MOSKOW/HALL RLTY TR-II
 C/O D HALL
 75 WATER ST #503
 NEWBURYPORT, MA 01950

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
MOSKOW M B -HALL D D TRS	08919/0491	4/24/1987	100
HALL GORDON III	5801/ 275	9/10/1971	0

Land Use

Land Use Code	Land Use Description
1040	TWO FAMILY

Land Information

Size	Zone
3700 SF	R3

Construction Detail

Building # 1	MODEL Residential	Stories: 2 Stories
STYLE Family Conver.	Exterior Wall 2 Clapboard	Roof Structure: Gable/Hip
Exterior Wall 1 Vinyl Siding	Interior Wall 1 Plastered	Interior Flr 1 Pine/Soft Wood
Roof Cover Asph/F Gls/Cmp	Heat Type: Forced Air-Duc	AC Type: None
Heat Fuel Oil	Total Bthrms: 2	Total Half Baths: 0
Total Bedrooms: 05		
Total Rooms: 12		

Building Information

Living Area: 2,299 square feet **Year Built:** 1850 **Building Value:** 203,800

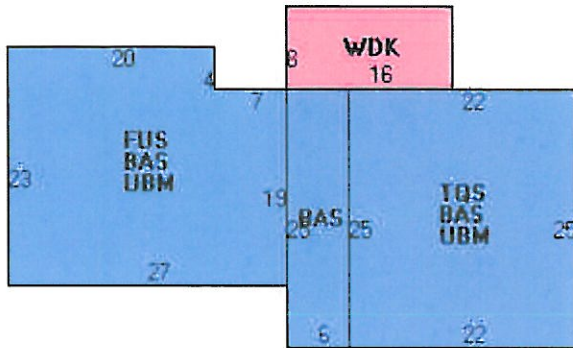
Extra Features

Code	Description	Units
	No Extra Building Features	

Outbuildings

Code	Description	Units
	No Outbuildings	

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	1293	1293
FUS	Upper Story, Finished	593	593
TQS	Three Quarter Story	550	413
UBM	Basement, Unfinished	1143	0
WDK	Deck, Wood	128	0

FY 2008 REAL ESTATE DEMAND

Based on assessments as of January 1, 2007, your Real Estate Tax for fiscal year beginning July 1, 2007 and ending June 30, 2008 on the parcel of real estate described below is as follows:

CITY OF NEWBURYPORT
Office of Treasurer-Collector
PO Box 550
NEWBURYPORT MA 01950-0650

Please mail to: CITY OF NEWBURYPORT PO BOX 550
NEWBURYPORT MA 01950-0650. Office Hours: Mon - Wed:
8:00am to 4:00pm Thurs: 8:00am to 8:00pm,
Fri: 8:00 to noon TEL 978/465-4415
COLLECTOR: Mary D. Lattime

BILL DATE		BILL NUMBER	
5/28/08		00005279	
PROPERTY DESCRIPTION		TAX RATE PER \$1,000	
LOCATION: 2 -4 CUTTERS CT	RESID. 1	OPEN SP. 2	COMM'L 3 INDUSTR. 4
PARCEL ACCOUNT: 054-071-000	10.13	10.13	10.13 10.13
BOOK-PAGE: 08919/0491	SPECIAL ASSESSMENTS		
Property class: 1040	Type	Amount	Comm Int
Property value: 405400.00			

TAXPAYER COPY

qc#966 NewbREDmd T1 P1 *****SNGLP

MOSKOW M B -HALL D D TRS
MOSKOW/HALL RLTY TR-II
75 WATER ST #503
C/O D HALL
NEWBURYPORT MA 01950

2008 Total Tax	4168.57
Real Estate Tax	4106.70
CPA	61.87
Payments Made	0.00
Interest Accrued	268.95
Demand Charge	5.00
TOTAL DUE	4442.52

This tax bill is due and payable by 6/11/08.

TAXPAYER'S COPY - THIS TOP PORTION TO BE RETAINED AS YOUR RECEIPT, IF PAYING IN PERSON - PLEASE BRING THIS COPY WITH YOU. THIS FORM APPROVED BY COMMISSIONER OF REVENUE

DEMAND NOTICE OF REAL ESTATE TAX FISCAL YEAR ENDING JUNE 30, 2008, IN COMPLIANCE WITH THE LAW, I HEREBY DEMAND OF YOU PAYMENT OF YOUR FISCAL YEAR 2008 REAL ESTATE TAXES.

THIS NOTICE SHOWS THE AMOUNT OF YOUR FISCAL YEAR 2008 REAL ESTATE TAX, INCLUDING BETTERMENTS, SPECIAL ASSESSMENTS AND OTHER CHARGES, THAT IS UNPAID AND OVERDUE. IN ADDITION TO THE AMOUNT OF OVERDUE TAXES SHOWN IN THIS NOTICE, YOU ALSO OWE ACCRUED INTEREST AND A DEMAND CHARGE OF \$5.00. INTEREST AT THE RATE OF 14% PER ANNUM WILL CONTINUE TO ACCRUE ON OVERDUE TAXES UNTIL YOUR PAYMENT IS MADE. YOUR PAYMENT WILL BE CONSIDERED MADE WHEN RECEIVED BY THE COLLECTOR. IF THE TOTAL AMOUNT YOU OWE IS NOT PAID WITHIN 14 DAYS OF THE DATE OF THIS DEMAND, THE COLLECTOR WILL PROCEED TO COLLECT THE AMOUNT OWED IN ACCORDANCE WITH THE LAW.

THIS TAX BILL IS DUE AND PAYABLE BY JUNE 11, 2008.

Make all payments to the "City of Newburyport". Please return the portion of the bill marked "Payment Coupon" to:

II

CITY OF NEWBURYPORT
OFFICE OF TREASURER-COLLECTOR
PO BOX 550
NEWBURYPORT MA 01950-0650

If you have any questions about payments or past due taxes, contact the Collector's office at 978/465-4415.

To remit by mail: fold and tear at perforation and insert with payee's address showing in window of return envelope

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PAYMENT COUPON

CITY OF NEWBURYPORT
Office of Treasurer-Collector
PO Box 550
NEWBURYPORT MA 01950-0650



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SELLER'S DISCLOSURE

Property: 2-4 Cutters Court, Newburyport, MA

John McInnis Auctioneers has gathered as much information as possible from the Owner. As agents for the owner's, we have made every effort to provide information gathered to potential buyers.

WATER SUPPLY:

Town/City: **Newburyport**

Type of System:

Malfunctions: _____

Not Known _____

Date of Installation: _____

Not Known _____

Date of Most Recent

Water Test: _____

Not Known _____

INSULATION DISCLOSURE:

Attic: _____

Not Known _____

Exterior Walls: _____

Not Known _____

SEPTIC SYSTEM DISCLOSURE: N/A

Size: _____ N/A _____

Not Known _____

Location: _____ N/A _____

Not Known _____

Malfunctions: _____

Not Known _____

TOWN SEWERAGE:

Town/City: **Newburyport**

KNOWN HAZARDOUS MATERIALS DISCLOSURE:

A) Asbestos _____

Not Known _____

B) Lead Based Paint _____

Not Known _____

C) Radon _____

Not Known _____

D) Underground Tanks _____

Not Known _____

Seller's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date

Potential Purchasers are encouraged to seek information from any professionals in any of these areas regarding a specific issue.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

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TEMPORARY WAYS TO KEEP CHILDREN SAFE FROM LEAD PAINT HAZARDS

Under the Lead Law, the property owner is responsible for having his or her home delead or brought under interim control if it was built before 1978 and a child under the age of six lives there. Deleading permanently reduces the risk of lead poisoning. Until deleading occurs, here are some temporary ways to reduce lead hazards:

- 1 Clean often**
Wet wiping regularly reduces lead dust levels in the home. See other side.
- 2 Put duct tape or contact paper over peeling paint and plaster**
Put duct tape or contact paper on window wells, window sills, walls or other surfaces with peeling paint or plaster. Clean these areas often. Window wells and sills can be cleaned more easily when contact paper or duct tape are put down first. See other side.
- 3 Keep the lower part of the window closed (if possible)**
If a window well is in bad condition, keep the lower part of the window closed and open only the upper part. This will prevent your children from putting their hands or objects in the window well where the lead dust collects. It also helps keep lead dust from blowing into the house.
- 4 Move furniture to block contact with peeling paint and plaster**
By moving a sofa in front of a crack in a wall, you can block a child's access to lead hazards. Never place furniture where a child may climb on it and fall out of a window.
- 5 Change child's bedroom (if possible)**
If your child's bedroom has chipping paint or plaster, consider using another room without chipping paint for the bedroom.
- 6 Other ideas**
Regularly have your child tested for lead poisoning; wash your child's hands and toys often; if you are renovating or repainting call CLPPP for more information on how to do the work safely before you begin; feed your child food high in iron, calcium, and vitamin C and low in fat.

Lead poisoning and your child's health

Lead paint is the most common cause of childhood lead poisoning. When old paint cracks or peels, or when lead-painted surfaces rub against each other or are bumped, lead paint dust or chips are created. Children typically become poisoned by putting their fingers which have touched lead dust into their mouths. Lead poisoning can cause lasting damage to children's brains, kidneys, and nervous systems. Even lower levels of lead can slow children's development and cause learning and behavioral problems. Children under age six are at greatest risk.

Keep your child safe

Remember, these are only temporary ways to reduce the risk of lead poisoning from lead paint hazards. The only permanent way to reduce the risk of lead poisoning is to have the home delead. The owner of a home built before 1978 is responsible for having it delead or brought under interim control when a child under the age of six lives there.

FOR MORE INFORMATION, CONTACT:

**Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program
800-532-9571 (toll free)
www.magnet.state.ma.us/dph/clppp**

or your local lead program at:

TEMPORARILY REDUCING LEAD PAINT HAZARDS BY CLEANING

1. Wear plastic gloves to clean

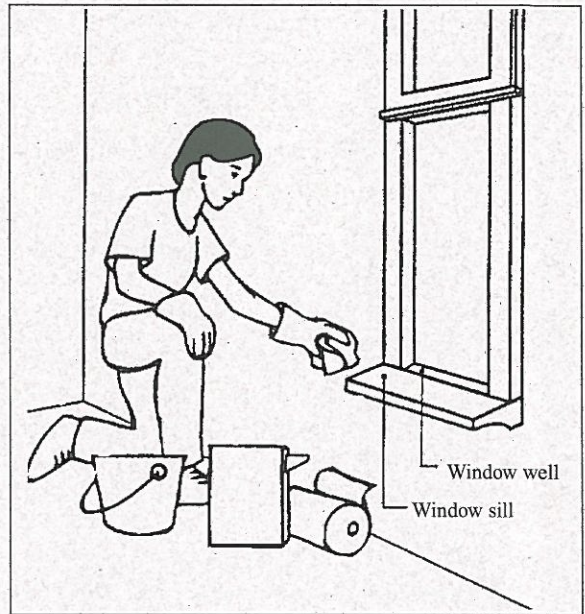
Protect yourself from exposure to lead.

2. Pick up all chips by hand or use a damp paper towel Window areas often have lots of paint chips)

Seal chips and paper towels in a plastic bag and throw out.
Do not use a household vacuum or broom to clean up lead paint chips or dust!

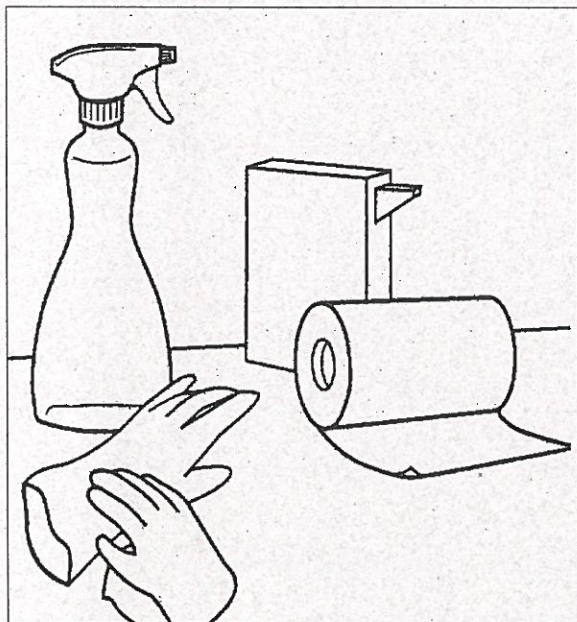
3. Wash household surfaces

- Use TSP, a lead-specific detergent, or any all-purpose, non-abrasive cleaner.
- Scrub well for best results. (Don't scrub hard enough to remove the intact paint.)
- Clean window wells, window sills, play areas, and floors at least once or twice a week.
- Keep children away when cleaning.
- Keep all cleaners safely away from children.



4. Use a spray bottle to keep dust levels down

- Use a cleaner already in a spray bottle, or put the cleaner into a spray bottle.
- If you must use a bucket, keep the wash water clean. Never put dirty paper towels into the wash water.



5. Use paper towels

- Don't use dish cloths or sponges to clean.
- Use a new paper towel to clean each area.
- Seal the used paper towels and gloves in a plastic bag and throw them out.

6. Rinse after cleaning

- Use clean water and paper towels for rinsing each area.

7. Clean up properly

- Wash your hands when cleaning is done.
- Pour any wash and rinse water down the toilet, not the sink.

IMPORTANT! Do not use a household vacuum or broom to clean up lead paint chips or dust. This could spread the lead dust into the air and into your vacuum cleaner or broom.

