DOCUMENT 786962

SO. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

ON 11/01/88 AT 03:22:09 60.00

NOTED ON:
CERT C0000213 BK C 19 PG 18

12/24/88
ALLOWED
JUSTICE

SECOND AMENDMENT
TO
MASTER DEED
MYSTIC RIVER PARK CONDOMINIUM

WHEREAS, Mystic River Park Condominium (the "Condominium") was created by Master Deed dated August 11, 1988 and filed with Middlesex South Registry of Deeds--District of the Land Court on August 12, 1988, as Document No. 780601, noted on Certificate of Title No. C-213, Book 19, Page 18, as amended by First Amendment to Master Deed dated September 30, 1988 and filed as Document No. 784879 (the "Master Deed").

WHEREAS, pursuant to Paragraph 15(G) of said Master Deed, the Declarant, (as defined in the Master Deed) being Angelo Marotta Trustee of Mystic River Park Realty Trust, reserved the right and power to record Special Amendments to the Master Deed in order to bring the Master Deed in compliance with Chapter 183(a) and to correct clerical or typographical errors contained therein.

WHEREAS, it has been determined that as a result of clerical errors, the Floor Plan of the first and second floors of units in Phase I of the Condominium (West Tower) do not accurately depict the following units, as built: Units 113, 213 and 219. In addition, and as a result of the changes in the Floor Plans of such Units, Exhibit "3" of said Master Deed incorrectly states the approximate square footage of Units 213 and 219 (the error with respect to Unit 113, incorrectly showing the configuration of the kitchen but without effect as to square footage).

Now therefore, the undersigned Angelo Marotta, Trustee of the Mystic River Park Realty Trust as the Declarant of Mystic River Park Condominium, pursuant to the powers contained in Paragraph 15(G) of the Master Deed, do hereby amend said Master Deed as follows:

1. The Floor Plans of the First and Second Floor Units in Phase I (West Tower) filed with the Master Deed are hereby deleted and substituting therefore the revised and corrected Floor Plans filed herewith fully and accurately depicting the layouts, location, unit numbers and dimensions of the Units on the First and Second Floors of Phase I (West Tower) of the building in the Condominium, as built and in conformance with the provision of M.G.L. Chapter 183A, Section 8(f).

2. The approximate square footage noted next to Units 213 and 219 on Exhibit "3" of the Master Deed are hereby

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 11, 1988

Then personally appeared the above-named Angelo Marotta, Trustee of Mystic River Park Realty Trust and acknowledged the foregoing instrument to be his free act and deed before me.

My Commission Expires:
February 8, 1991

Notary Public
Steven M. Singer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 11, 1988

Then personally appeared the above-named ARMAND V. CARAVIELLO and Ethel M. CARAVIELLO, Unit Owner, and acknowledged the foregoing instrument to be ~~his~~ their free act and deed before me.

My Commission Expires:
MAY 9 1991

Notary Public
Robert G Abruzese

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 13 1988

Then personally appeared the above-named Robert Kaminer, Commercial Mortgage Officer of Medford Savings Mortgage Holder, and acknowledged the foregoing instrument to be the ~~free~~ act and deed of Medford Savings Bank before me.

My Commission Expires:
MAY 9 1991

Notary Public
Robert G Abruzese

deleted and substituting therefore the following square feet for each unit:

Unit 213 - 1203
Unit 219 - 1200

In all other respects said Master Deed remains unchanged.

Witness our hands and seals this 11th day of October, 1988.

"Declarant" and Owner of
Units 213 and 219

Angelo Marotta

Angelo Marotta
Trustee of Mystic River
Park Realty Trust

The undersigned, being the record Unit Owner and Mortgage Holder respectively of Unit 113 hereby consent to the foregoing Amendment.

Unit Owner

Armand V. Caraviello

Armand V. Caraviello

Ethel M. Caraviello

Ethel M. Caraviello

Mortgage Holder

Medford Savings Bank

By Robert [illegible]

Its Commercial Mortgage Officer

DOCUMENT 780601

SO. MIDDLESEX LAND COURT
RECEIVED FOR REGISTRATION

ON 08/12/88 AT 01:57:04 185.00

NOTED ON:
CERT 0176894 BK 1014 PG 144

NEW CERTIFICATE(S) CREATED:
CERT C0000213 BK C 19 PG 18

ALLOWED

JUSTICE

MASTER DEED

OF

MYSTIC RIVER PARK CONDOMINIUM

711231 Angelo Marotta of Medford, Massachusetts, Trustee of Mystic River Park Realty Trust, under Declaration of Trust dated May 26, 1986 and filed with Middlesex South County Registry of Deeds - District of the Land Court as Document No. 711231, (and not individually), ("Declarant"), being the sole owner of the land together with the building thereon, located in Medford, Middlesex County, Massachusetts, and being more particularly described in Paragraphs (3) and (4) below, does 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 to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and does hereby state that Declarant proposes to create, and does hereby create, with respect thereto a condominium to be governed by and subject to the provisions of Chapter 183A and to that end, Declarant declares and provides the following:

(1) Name. The name of the condominium shall be MYSTIC RIVER PARK CONDOMINIUM.

(2) Definitions. As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Building" shall have the meaning set forth in Paragraph (4) hereof.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in Paragraph (7) hereof.

"Condominium" shall mean the MYSTIC RIVER PARK CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean the Declaration of Trust of MYSTIC RIVER PARK CONDOMINIUM TRUST of even date to be filed with the Registry of Deeds herewith and referred to in Paragraph (12) hereof, and having a mailing address of 3920 Mystic Valley Parkway, Medford,

Massachusetts, 02155. The names of the original and present Trustees of which Trust are as follows:

Josesph T. Raduano
3 Partridge Hill Rd.
Dover, MA

Angelo Marotta
74 Lincoln Rd.
Medford, MA

"Declarant" shall mean Angelo Marotta, Trustee of MYSTIC RIVER PARK REALTY TRUST, under Declaration of Trust dated May 26, 1986, filed with the Middlesex South Registry of Deeds - District of the Land Court, as Document No. 71123

"Improvements" shall mean and include the Building and other improvements now or hereafter located on the Land.

"Land" shall have the meaning set forth in Paragraph (3) hereof.

"Premises" shall mean the Land and the Improvements.

"Registry of Deeds" shall mean the Middlesex South County Registry of Deeds - District of the Land Court.

"Trustees" shall have the meaning set forth in Paragraph (12) hereof.

"Units" shall mean the residential dwelling units comprising the condominium units of the Condominium.

"Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein which are defined in the Condominium Trust and which are not specifically defined herein shall have the meaning given to them in the Condominium Trust.

(3) Description of Land. The Land shall include a certain parcel of land located in Medford, Massachusetts and being more particularly bounded and described on Exhibit 1 annexed hereto and incorporated herein. The Land together with the Building and Improvements thereon, are shown on a plan entitled "Condominium Site Plan Mystic River Park Condominium - Phase I L.C.C. 17518U in Medford, Mass." by Medford Engineering & Survey dated August 1, 1988, to be filed herewith (hereinafter referred to as the "Site Plan.")

Said Premises are conveyed subject to and with the benefit of all rights, easements restrictions, appurtenances, agreements and reservations of record set forth in Exhibit 1, and subject to and with the benefit of the rights and easements as described in this Master

Deed.

(4) Description of Building. The Building on the Land is described in Exhibit 2 annexed hereto and incorporated herein.

(5) Phasing of Condominium. It is contemplated and intended by the Declarant to develop the Condominium on a so-called phased basis. In particular it is the intention of the Declarant to first undertake to complete the construction of the West Tower of the Building, the Units therein, the appurtenances to the Units and the Common Elements related thereto, the main entranceway and certain other portions of the Building as shown on the Site Plan and on the Floor Plans (hereinafter described) filed herewith (hereinafter referred to as "Phase I"). Thereafter it is the intent of the Declarant to complete the construction of the East Tower of the Building, the Units therein, the appurtenances to the Units and the remainder of the Common Elements, including such recreational facilities as not theretofore completed (hereinafter referred to as "Phase II"). Phase II shall be added to the Condominium by amendment of this Master Deed as set forth in Paragraph 13 hereof.

(6) Description of Units.

(A) Until the amendment of the Master Deed as hereinafter provided creating Phase II of the Condominium, the Units of the Condominium shall only be those Units included within Phase I of the Building (West Tower).

Phase I of the Building contains those Units listed on Exhibit 3 annexed hereto and incorporated herein, and consisting of 129 Units.

(B) The designation of each Unit in Phase I of the Building, a statement of its location, approximate area, number and composition of rooms, immediate Common Elements to which it has access and other descriptive specifications, are set forth in Exhibit 3 annexed hereto and incorporated herein.

(C) The Boundaries of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

(a) Floors: The plane of the uppermost surface of the concrete sub-flooring of the Unit.

(b) Ceilings: The plane of the lower surface of the ceiling joists.

(c) Interior Building Walls Between Units and

Common Elements: The plane of the surface of the wall studs facing such Unit.

(d) Exterior Building Walls, Doors, and Windows: As to the exterior walls, the plane of the interior surface of the wall studs facing the Unit; as to the windows and doors containing glass, the plane of the exterior surface of the window and frames thereof (including screens); and as to the doors providing access and egress to the Unit from the hallways, the plane of exterior surface thereof.

Included as part of the Unit are window and door frames appurtenant to such windows and doors but extending beyond the boundaries of the Unit.

Included as part of the penthouse Unit located on the top of the East Tower of the Building are the glass enclosed solariums directly accessable from the Unit, and to that end, the boundaries of such Unit shall extend to the planes of the exterior surface of the glass and frames forming each solarium, and plane of the upper surface of the concrete sub-flooring shall be the boundary of the floor. Any other portion of the Building lying within such boundaries shall be considered Common Elements.

(D) Each Unit includes the ownership of all utility lines; plumbing, electrical, and other apparatus and equipment, which exclusively serves and are located within the individual Unit. Each Unit includes ownership of the heating and air conditioning apparatus which exclusively serve that Unit (whether or not located within the Unit.) To the extent that such equipment encroaches upon any portion of the Common Elements, the respective individual Unit Owner shall have an easement to maintain and replace same in the portions of the Common Elements where they presently exist.

The Units in Phase II of the Condominium, when created, shall be of the same type as Units in Phase I (excepting the Penthouse Unit) shall contain the same features as and be consistent with the quality of the Units in Phase I.

(E) Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions of this Master Deed and the Condominium Trust, and the Rules and Regulations promulgated pursuant thereto, to use and occupy:

(1) the balcony or deck adjacent to and directly accessable from the Unit;

(2) any parking space(s) exclusively allocated to

such Unit as described in the first unit deed for such Unit; or such parking space(s) as may be conveyed by a separate grant from the Declarant of an exclusive easement for a parking space or spaces;

The Trustees of the Condomninum Trust shall have the right to assign to a Unit Owner the right to use a storage bin located in one of the Storage Rooms in the Building; which right shall to use shall terminate when the Unit Owner no longer owns his or her Unit.

The Penthouse Unit shall have appurtenant thereto, the exclusive right and easement to use the roof terrace area adjacent to and accessable from the Unit, which area is shall be shown on the floor plans filed with the amendment adding Phase II to the Condominium. The owner of the Penthouse Unit shall also have the exclusive right to install and forever maintain a satellite dish antenna, so-called, in whatever size, shape or color upon any portion of the roof of the East Tower. Said antenna to be installed, maintained, repaired and replaced at the sole expense of the owner of the Penthouse Unit.

In addition to the foregoing rights and privileges, the owner of the Penthouse Unit shall have an irrevocable and exclusive license to operate the elevator providing access to said Unit beyond the level of the eleventh floor to the Penthouse level.

The balconies, decks, roof terrace, parking spaces and storage bins shall be used in conformity with the terms of the provisions of this Master Deed, the Condominium Trust, and Rules and Regulations as the Trustees may adopt from time to time.

(F) Each Unit Owner shall have the unrestricted right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Elements therefor) for ingress and egress to his or her Unit, which right shall be perpetual.

(G) Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Paragraph (7) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to use other Common Elements in accordance with the intended purposes thereof.

(H) The Condominium Trust, hereinafter described in Paragraph (11), has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), subsection (2).

(I) All exclusive easements appurtenant to a Unit, shall be conveyed only with the Unit to which said easements are appurtenant and shall not be severable from such Unit; provided, however, that notwithstanding the foregoing, a Unit Owner may lease or transfer his parking space(s) to another Unit Owner in the Condominium but not to any other party.

(7) Description of the Common Elements. Until the Master Deed is amended creating Phase II of the Condominium, the common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") shall consist of the Land and those portions of the West Tower and improvements therein, the main entranceway and certain other portions of the Building all as shown on the Site Plan and on the Floor Plans filed herewith (Phase I). The Common Elements comprise and consist of:

(A) The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force and applicable;

(B) The yards, lawns, gardens, roads, accessways, walkways, sidewalks, driveways, parking areas (subject to the exclusive rights and easements of certain Unit Owners and herein provided), and other improved or unimproved portions of the Land;

(C) All portions of Phase I of the Building not included in any Unit by virtue of Paragraph (6) above, including, without limitation, the following to the extent such may exist from time to time:

(i) The roof (subject to the exclusive rights and easements of the owner of the Penthouse Unit to use certain portions thereof as hereinbefore provided), all foundations, columns, girders, beams, supports and bearing walls and those portions of the exterior walls of the Building and those portions of the walls of the Building dividing a Unit from other Units and Common Elements not included within the boundaries of the Units, and all floor joists and structural flooring members;

(ii) The entranceways to and from the Building,

steps and stairways, the lobby area and mezzanine, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways; manager's unit, condominium office, recreation room, bath house, saunas, pool, exercise room, storage rooms, electrical generator room, elevators and elevator shafts, garage area (subject to the exclusive rights of certain Unit Owners as herein provided) and the racquetball and tennis courts.

(iii) The balconies, decks and roof terrace (subject to the exclusive rights and easements hereinbefore described);

(iv) Installations of central services such as heating, air conditioning and ventilating equipment, telephone, cable television system, closed circuit television system, sprinkler system, intercom system, heat and smoke detectors and alarms, emergency lighting, electric power, hot and cold water, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit or heating and air conditioning equipment described in Paragraph 6(D) hereof.

(v) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iv) which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve part of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(D) Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit 4 attached to this Master Deed and incorporated herein by reference (hereinafter "Beneficial Interest") which may not be severed from the Unit to which it is appurtenant. For so long as the only Units in the Condominium are those comprised in Phase I, the Beneficial Interest specified in Column A of the list set forth in Exhibit 4 hereof shall be the respective percentage interests of the Units in the Condominium; and from and after creation of Phase II of the Condominium, the percentages specified in Column B of the list set forth in Exhibit 4 shall be the respective Beneficial Interests of the Units in the Condominium comprising Phase I and Phase II. The determination of the Beneficial Interest of the each Unit has be made 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 Units in the Condominium, including Phases I and II on the date hereof.

The use of Common Elements shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph (12) hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A as amended.

(8) Parking Spaces. Until such time as the last Unit has be conveyed to a Unit Owner, the Declarant reserves for himself, his successors, and assigns the right and power to grant one or more exclusive easements to any purchaser and/or Unit Owner for the use of parking spaces ("Parking Spaces") in the Common Elements of the Condominium either in the yard ("Outdoor Parking Spaces") or in the garage ("Indoor Parking Spaces"). Each Unit shall be conveyed by the Declarant with an appurtenant exclusive easement to at least one Parking Space to be designated in the first Unit Deed for such Unit. Declarant shall have the right to grant for additional consideration, additional appurtenant exclusive easements for Parking Spaces, which additional Parking Spaces may be designated in the first Unit Deed for such Unit or by a separate grant from the Declarant. All easements for Parking Spaces may be leased or transferred (by a separate instrument suitable for recording) to another Unit Owner in the Condominium but not to any other party for such consideration and upon such terms and conditions as a Unit Owner in his sole discretion may determine. Such easements shall end upon the permanent withdrawal of the Premises from Condominium status. The Outdoor Parking Spaces are shown on the Site Plan of the Condominium filed herewith. The Indoor Parking Spaces on the Floor Plans, hereinafter described.

Any Parking Spaces to which an exclusive right and easement has not been granted by the Declarant as of the date of the conveyance of the last Unit to a Unit Owner shall remain as part of the Common Elements of the Condominium. Any such Parking Spaces may thereafter be assigned to particular Unit Owners by the Trustees of the Condominium Trust for such periods (or in perpetuity) and for such monthly or other charges as the Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all occupants of Units, and their guests, subject to and in accordance with the Condominium Trust and rules and regulations adopted by the Trustees.

(9) Floor Plans. Simultaneously with the recording hereof there has been recorded a set of floor plans of Phase I of the Building and the Units showing the layout, location, Unit designations, and dimensions of the Units, stating the designation of the Building, and bearing the verified statement of a registered architect, certifying that the plans, taken together, fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units, as built. Floor plans with respect to Units in Phase II of the Condominium shall be recorded with the Amendment to the Master Deed creating Phase II.

Said plans are annexed hereto and incorporated herein, are collectively referred to as the "Floor Plans."

(10) Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used solely for residential purposes and always subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto.

(B) All Units shall be used solely for residential purposes by one (1) family Unit, or not more than two (2) persons unrelated by blood or marriage, except that any three bedroom Unit (resulting from combining Units as hereinafter provided for) may be used for residential purposes by (1) family Unit or not more than three (3) persons unrelated by blood or marriage.

(11) Restrictions on Use. The following are intended as restrictions on the use of the Units and the Common Elements:

(A) The following conditions and restrictions shall apply to the use and occupancy of the Parking Spaces:

(1) The Parking Spaces may be used only for parking of private automobiles, motorcycles, and noncommercial vans recreational vehicles for the personal use of Unit Owners entitled to use their designated Parking Space. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in any Parking Spaces except with the written consent of the Trustees. Only one vehicle is allowed in each Parking Space.

(2) All vehicles shall be parked within the respective Parking Space designated to said Unit.

(3) A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other

party, to use the Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Space shall comply with the provisions relating to such use contained in this Master Deed and the Condominium Trust.

(4) In instances where vehicles using the parking areas and Parking Spaces do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.;

(B) The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units:

(1) No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time without the written permission of the Trustees.

(2) The Trustees shall not give permission in writing unless all of the following requirements have been met:

(i) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the commencement date of the proposed lease, rental or license arrangement of the name(s) and address(es) of the proposed lessee, tenant or licensee and all members of his or her family and all other persons who propose to occupy the Unit, (b) supplied the Trustees with written references with respect to all such persons referred in the immediately preceding clause as the Trustees may reasonably request, (c) supplied the Trustees with a completed rental application executed by the Unit Owner and the prospective tenant and other proposed occupants, which form may be established from time to time by the Trustees, together with a copy of the proposed lease, rental or license agreement. In addition to the foregoing, the Trustees shall have the right to request to request an in-person interview with the prospective tenant, lessee, licensee or other proposed occupants. The Trustees may charge the Unit Owner desiring to rent his or her Unit, a reasonable fee for administration of the approval process.

(ii) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than six (6) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupany by the Tenant;

(iii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;

(iv) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to Paragraph (10) and Paragraph (11) hereof, the Condominium Trust, and the Rules and Regulations adopted by the Trustees and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraph (10) and (11) of the Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.

(3) By acceptance of a deed of a Unit, each Unit Owner shall be deemed (i) to be personally responsible for the actions of his lessess, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause any lessee, tenants, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Trustees) with the beneficial use and enjoyment of any Unit Owner(s) of their Units, and the Common Elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit Owner's attorney in fact to seek eviction, equitable relief and/or damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules and Regulations. Such rights and remedies may be exercised against both the Unit Owner and the Lessee, Tenants or occupants and shall be cumulative and not exclusive. In addition, such fines, penalties and other charges incurred by the lessees, tenants or occupants, together with such costs incurred by the Trustees as result of action taken by the Trustee pursuant to this Paragraph, shall be chargeable to the Unit Owner, and enforced and collected against the Unit Owner and the Unit as if the same were Common Expenses.

(4) In the exercise of the approval authority hereinbefore granted, the Trustees may not exercise such authority so as to restrict leasing or occupancy of the Units because of race, creed, color or national origin. The Trustees may however reject a proposed tenant for other reasons including without limitation failure of the Unit Owner to comply with the procedural and substantive

requirements of the preceeding subparagraphs. All extensions or renewals of all occupancy agreements must also be approved by the Trustees in accordance with foregoing.

(5) The provisions of the within Paragraph (11)(B)(2)(iv) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(C) Notwithstanding the provisions contained in Paragraphs (10) and (11) hereof, the Declarant, or any successor to his interest in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual Units, hereby reserve(s) the right, until all of the Units have been sold by Declarant or such successor, to:

(i) install signs;

(ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for any other lawful purposes;

(iii) lease any Units owned by Declarant;

(iv) allow access, ingress and egress to prospective purchasers and sales staff personnel or other proper parties over and upon the Common Elements, on such days and during such hours as may be determined by the Declarant in Declarants' sole discretion, in order to allow inspection and showing of Units owned by the Declarant. The signs, fixtures and other items installed in or upon the Common Elements by the Declarant to facilitate the sale of Units shall not be considered Common Elements, shall remain the property of the Declarant and shall be removed by the Declarant not later than the date of conveyance of the last Unit in the Condominium held by the Declarant for sale in the ordinary course of Declarants' business.

(D) No Unit shall be used for any purpose not specified in Paragraph (10) above;

(E) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. No addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frame shall be made, and no painting attaching of

decolomania or other decoration shall be done or any sign placed on any exterior part or surface of any Unit or balcony nor on the interior or exterior surface of any window, without the prior approval of the Trustees. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the Building be of white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of the Building. Except as hereinbefore provided, this Paragraph (11) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(F) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Paragraphs (10) and (11) hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees, which approval shall not be unreasonably withheld or delayed.

(G) Dogs, cats or other animals of whatever kind shall not be kept in any Unit or in any portion of the Building or Common Elements at any time. The Trustees shall have the power to enforce the provisions of this paragraph by requiring any Unit Owner, or other occupant of a Unit keeping an animal in a Unit, or permitting an animal to be in the Building or Common Elements, to immediately remove such animal from the Condominium. In addition, the Trustees may impose fines for such violations as provided under the terms of the Condominium Trust. All fines and expenses of enforcement of the the provisions of this paragraph shall be the personal liability of the Unit Owner in violation this paragraph and if such sums are not paid when demanded, shall become a lien upon such Unit Owner's Unit and enforced and collected as if same were a Common Charge.

(H) No immoral, improper, offensive or unlawful use shall be made of any Unit, nor nuisance be maintained therein, nor shall any use or practice be undertaken or allowed which shall be a source of annoyance to any other Unit Owner.

(I) No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted in a Unit, and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except such as shall have been

approved in writing by the Trustees.

(J) No Unit, or such portions of the Common Elements of which a Unit has exclusive use thereof, shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust and Rules and Regulations.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

(12) Management and Regulatory Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust. The Condominium Trust establishes an organization of which the Unit Owners shall be members and in which Unit Owners shall have Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements of the Condominium to which they are entitled under this Master Deed. The original and present Trustees are: Angelo Marotta of Medford, MA and Joseph T. Raduano of Dover, MA.

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

(13) Creation of Phase II. The Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium Phase II thereof, pursuant to and in accordance with the following provisions of this Paragraph 13. Phase II shall consist of and shall include the East Tower of the Building shown to be within Phase II on the Site Plan filed herewith , the Units therein, appurtenances to the Units and the remainder of the Common Elements not theretofore completed. With respect to to said Phase II:

(A) The Declarant shall not amend this Master Deed so as to include such Phase II until the construction of that portion of the Building containing the Units in such Phase II has been completed sufficiently for the

certification of plans provided for in Section 8(f) of said Chapter 183A.

(B) Upon the registering of such amendment of this Master Deed so as to include said Phase II, the Units in the Building in such Phase II shall become Units in this Condominium owned by the Declarant, and the Common Elements of this Condominium shall include the Land hereinbefore described in Paragraph (3) and the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to in the foregoing Paragraph (7) hereof as Common Elements, including, without limitation, any and all recreational facilities constructed thereon. After the registering of such amendment of this Master Deed creating said Phase II, the total number of units in the Condominium, including Phase I, shall be a maximum of two hundred sixty (260) Units.

(C) If the Declarant has not so amended this Master Deed so as to include said Phase II in the Condominium within five (5) years after the date of registering of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to said Phase II; and

The Declarant, or his or her successors in interest, shall have the right, prior to the execution and registering of the amendment creating said Phase II, to change the number, size, layout, location, and percentage interest in the Common Elements set forth in this Master Deed with respect to Units in said Phase II, but no such change shall alter the percentage interest in the Common Elements set forth in this Master Deed with respect to Units in Phase I, nor shall such change exceed the maximum number of units set forth in paragraph (B) above.

Any such amendment creating Phase II shall contain with respect to Phase II all the particulars required by said Chapter 183A of the General Laws of Massachusetts. Without limitation of the foregoing, the designation of each Unit in Phase II, a statement of its location, approximate area, number of rooms, and the immediate common area to which it has access and its proportionate interest in the Common Elements shall be set forth, respectively, in the amendment creating said Phase II. No such amendment to this Master Deed shall be effective until it is registered with the Registry of Deeds.

14) Declarant's Reservation of Rights; Assignment of Declarant's Rights.

In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create Phase II as set forth in Paragraph 13 hereof, Declarant reserves unto him or

herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the rights and easements to use, occupy, and alter, for construction purposes only, the Land described in Paragraph (3) for all purposes necessary or desirable in order to construct the East Tower of the Building and the Condominium Units in Phase II thereon and the Common Elements therefor and the right to grant easements across said Land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto him or herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the Condominium Units in Phases I and II is conveyed of record by the Declarant; the right of access, ingress, and egress over and upon the Land described in Paragraph (3) hereof and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant in connection with the creation and construction of said Phase II; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium Units in Phases I and II and the Common Elements and all conduits, ducts, plumbing wiring, and other facilities for the furnishing of power, light, air and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Condominium Units in Phases I and II and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction said Phase II; to construct the Building and Improvements on the Land and as shown on the Site Plan filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said Phase II; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of

common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of said Phase II or in order to facilitate the installation of appliances for fixtures in the Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use his or her best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium Units in Phases I and II and the Common Elements in connection therewith.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the by-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

(15) Amendments. Except for the amendment creating Phase II of the Condominium, and the right of the Declarant or the Trustees, as the case may be, pursuant the powers hereinafter contained, this Master Deed may only be amended by an instrument in writing (a) signed by one or more Unit Owners entitled to sixty-seven (67%) percent or more of the Beneficial Interest in the Common Elements, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust; (or alternatively with the written consent of the Unit Owners entitled to sixty-seven (67%) or more of the Beneficial Interest and such instrument of amendment is signed and acknowledged by a majority of the Trustees of the Trust, reciting such consent was obtained); and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

(A) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

(B) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and its Mortgagee(s) (if any);

(C) No instrument of amendment which alters the percentage of the Beneficial Interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of Beneficial Interest is affected, and said instrument is recorded as an Amended Master Deed;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record which would disqualify it from sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Associations (FNMA), under laws and regulations applicable thereto, shall be of any force or effect unless the same has been assented to by the holder of such mortgage and no instrument of amendment which relates to matters described in Paragraph (20) of this Master Deed shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Paragraph (20);

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

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment; and

(G) 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 ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the

General Laws of the Commonwealth of Massachusetts; (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 the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement 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 paragraph shall terminate at such time the Declarant no longer holds title to a Unit and such power shall thereafter vest in the Trustees of the Condominium Trust.

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

(16) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

(A) All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of: (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws, (d) the items affecting the title to and the use of the Land, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the Land are accepted and ratified by such owner, tenant, visitor, servant, or

occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) any violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a violation of the duties of the Unit Owner.

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

(17) Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees 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.

(18) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alterations or repairs of the Common Elements made by or with the consent of the Trustees, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

(19) Right to Combine Units

(A) If at any time the title to any Units which are on the same floor as one another and share a common interior wall as a Unit boundary, are held by the same Unit Owner, then the said Unit Owner shall have the right to

open passage in said common wall to connect the Units directly to one another provided, however, that the work of combining the Units would not jeopardize the soundness or safety of the Building and said Unit Owner first submits written plans and specifications of the proposed work to the Trustees, for their approval, which approval shall not be unreasonably withheld or delayed. Provided, further, that if in the Trustees opinion it becomes necessary to engage the services of an architect or engineer to render an opinion as to the soundness or safety of such work, such fees shall be properly chargeable to Unit Owner requesting approval and not the Condominium Trust.

(B) Unit Owners performing any construction work under this Paragraph (19) of the Master Deed shall: (a) secure all appropriate licenses and permits necessary for such work, in the name of the Trustees, at Unit Owner's sole cost and expense; (b) provide contractors and subcontractors insurance, comprehensive public liability insurance, and other appropriate insurances, insuring the said Unit Owner, the Trustees, and other occupants of the Condominium Units and the Condominium against personal injury and property damage arising out of said work; (c) perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof and the insurers of the Condominium; (d) diligently perform all work and perform the work so as to minimize interferences with the peaceful use and possession of the premises by the occupants of the Condominium, and promptly discharge any and all mechanics and materialmen's liens arising from said work.

(C) Any such connecting passageway and appurtenant equipment thereto shall be maintained and serviced at the expense of the Units connected by said passage, including without limitation the cost of all structural maintenance and the repair to the Common Elements arising from said passageway.

(D) At such time as common ownership of the Units combined in accordance with this Paragraph (19) ends, the Units so combined are to be restored to their former configuration (prior to combining) and the cost thereof shall be borne by the Unit Owner having common ownership of the combined Units immediately prior to such severence.

(20) Provisions for the Protection of Mortgagees: FHLMC-FNMA Provisions

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Trust and by-laws contained, and subject to any greater requirements imposed by Massachusetts General Laws

Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall govern and be applicable insofar as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA"), as applicable, under laws and regulations applicable thereto, to wit:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the 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 holder of a mortgage through the procedures set forth in Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(C) That any mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Units' unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;

(D) Except as provided by statute in case of condemnation or substantial loss or destruction of the Units or the Common Elements of the Condominium, unless at least sixty-seven (67%) percent of holders of first mortgages (based upon one vote for each mortgage owned), and Unit Owners (other than the sponsor, developer, or builder) of the individual Units of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium

(ii) change the pro rata interest or obligations 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 Elements;

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, PROVIDED, HOWEVER, that the granting of easements for public utilites or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to Parking Spaces and storage bins, shall not be deemed an action for which any prior approval of a first mortgagee shall be required under this subparagraph;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than 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 Elements;

(E) Consistent with Chapter 183A, 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;

(F) That 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 a first mortgagee of a 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 Elements;

(G) That any holder, insurer, or guarantor of any first mortgage, upon request to the Trustees, stating its name and address and the Unit number or address of the Unit it has a mortgage on, (hereinafter collectively referred to as "Eligible Mortgage Holders") will be entitled to:

(i) written notification from the Trustees of any default by its borrower who is a Unit Owner 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 during normal business hours;

(iii) upon written request receive an audited financial statement for the immediately preceding fiscal year. Any financial statement so requested shall be furnished within a reasonable time following such request;

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

(v) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;

(vi) receive prompt written notification from the Trustees of the Condominium Trust of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which said mortgage holds the first mortgage; and

(vii) receive prompt written notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 20.

(H) That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

(I) The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those portions of the common areas that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, an initial working capital fund shall be established equal to at least two 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. The contribution to the working capital fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first Unit of the Condominium. 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 unforseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.

(J) Without the consent of Unit Owners representing sixty-seven percent (67%) of the votes in the Condominium Trust and the approval of Eligible Mortgage Holders representing at least fifty-one (51%) of the votes of Units subject to Eligible Mortgage Holders, no material provision of the Master Deed or the Trust shall be added or amended which establishes, provides, governs, or regulates any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the common area and facilities;

(iv) insurance or fidelity bonds;

(v) rights to use the common areas and facilities;

(vi) responsibility for maintenance and repair of the several portions of the Condominium;

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

(viii) boundaries of any Unit;

(ix) the interests in the general or exclusive easement areas of the Common Elements;

(x) convertability of Units into Common Elements or of Common Elements into Units.

(xi) leasing of Units;

(xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his her Unit.

(xiii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder.

(xiv) any provisions that expressly benefit Eligible Mortgage Holders.

(K) To the extent permitted by applicable law Eligible Mortgage Holders shall also be afforded the following rights:

(i) any restoration or repair of the Condominium after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(ii) except as otherwise provided herein, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be effected without prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or part, and which have at least fifty-one (51%) of the votes of such remaining Units subject to Eligible Mortgage Holders mortgages.

(iii) any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking or condemnation of the Condominium must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have fifty-one percent (51%) of the votes of Units subject to Eligible Mortgage Holder mortgages; and

(iv) the consent of Eligible Mortgage Holders having at least sixty-seven (67%) percent of the votes of such Units subject to Eligible Mortgage Holders mortgages shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Premises.

Any Eligible Mortgage Holder that does not deliver or post to the Trustees 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 change set forth in such request. An affidavit by the Trustees making reference to this paragraph when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the Condominium Trust.

The Declarant intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage

loans, and subject to any greater requirements imposed by Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

(21) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and Chapter 183A shall control;

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

(C) In the event of any conflict between the preceding Paragraph and any other provisions of this Master Deed or the Condominium Trust, the provisions of said preceding Paragraph shall control.

(D) In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

(22) 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.

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

(24) Registering and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

Executed as a sealed instrument as of this 11th day of August, 1988.

MYSTIC RIVER PARK REALTY TRUST

Angelo Marotta, Trustee

Angelo Marotta
Trustee as Aforesaid, and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 11, 1988

Then personally appeared the above-named Angelo Marotta, Trustees as aforesaid, and acknowleded the foregoing instrument to be their free act and deed, before me,

Notary Public STEVEN M. SINGER

My Commission Expires: February 8, 1991

Master Deed
Mystic River Park Condominium

EXHIBIT 1

Description of Land

That certain parcel of land situated in Medford in the County of Middlesex and said Commonwealth, described as follows:

Southwesterly by the northeasterly line of Mystic Valley Parkway, three hundred twenty-three and 59/100 feet;
Westerly, four hundred fifty-five and 92/100 feet, and
Northerly, three hundred fifteen and 53/100 feet, by lot 11 as shown on plan hereinafter mentioned; and
Easterly by land now or formerly of John D. Dwyer, five hundred twenty-six and 77/100 feet.

Said parcel is shown as lot 12 on said plan, (Plan No. 17518U).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 528, Page 181, with Certificate 79731.

The above described land bordering on Mystic Valley Parkway is subject to restrictions as set forth in two deeds given by The Commonwealth of Massachusetts to The C. & H. Co., one dated December 31, 1936, duly recorded in Book 6094, Page 433, and the other dated May 18, 1939, duly recorded in Book 6300, Page 485.

The above described land is subject to an Agreement by the C. & H. Co., being Document 274396.

The above described land is subject to and has the benefit of easements, agreements, covenants, reservations and restrictions endorsed on Certificate 48023, in so far as applicable.

The above described land is subject to a Grant of Easement from Arthur H. Hall et al Trs. to Massachusetts Electric Company for perpetual right and easement, Document No. 406945.

Said premises are further subject to the following

encumberances endorsed on Certificate No.176894 in so far as applicable:

1. Restrictions imposed by deed of the C.& H. Co., to Medford Drive-In Theatre, Inc. filed as Document No. 274580.

2. Supplement Indentures of Mortgage - Massachusetts Electric Company with the State Street Bank and Trust Company, Tr. filed as Document Nos. 430548, 454143 and 465214.

3. Certificate granting Variance filed as Document No. 711252.

4. Easement to L & L Realty Trust filed as Document No. 711274.

For Declarant's title, see Middlesex South Registry of Deeds - District of the Land Court, Certificate of Title No. 176894, Book 1014, Page 444.

Master Deed
Mystic River Park Condominium

EXHIBIT 2

DESCRIPTION OF BUILDING

There is one Building on the Land. The Building is comprised of two "towers", so-called, joined by a two story section containing the main entranceway, pool, racquetball courts, generator facility and walkways connecting the towers. Portions of this section of the Building are below ground level. The so-called "towers," as such term is used herein are known individually as the East Tower and West Tower. The West Tower is twelve (12) stories in height, including the upper level of a portion of the garage parking facility beneath the first floor of Units. There is a second level of the garage below ground. The garage level of the West Tower contains storage rooms (containing storage bins) and designated Indoor Parking Spaces as shown on the Floor Plans filed herewith. The East Tower is thirteen (13) stories in height with similiarly situated garage parking facilities beneath the first floor of Units and below ground. In that portion of the garage are also designated Indoor Parking Spaces. The Building is being built in two Phases as hereinafter described and when both Phase I and Phase II are complete, the Building will contain a maximum of 260 Units.

The Building is constructed principally of a poured concrete foundation, steel frame, curtain walls with a brick veneer exterior.

The Units in the Building are heated and air conditioned by individual heat pumps (except the Penthouse Unit), and each Unit has an individual water heater. Each Unit is separately metered as to electrical power including service to the heat pump and water heater. Water and sewer use is commonly metered and supplied.

The location of the Building, accessways, driveways and numbered Outdoor Parking Spaces are shown on the Site Plan hereinbefore referred to.

Master Deed
Mystic River Park Condominium

EXHIBIT "3"
Description of Units in Phase I
West Tower

Unit Number	Floor Location	Approximate Area (Square feet)
113	1	1203
114	1	1206
115	1	1206
118	1	1226
119	1	1200
120	1	1206
121	1	1206
122	1	1206
123	1	1206
124	1	1229
213	2	1229
214	2	1206
215	2	1206
217	2	826
218	2	1226
219	2	1226
220	2	1206
221	2	1206
222	2	1206
223	2	1206
224	2	1229
313	3	1229
314	3	1206
315	3	1206
316	3	1206
317	3	826
318	3	1226
319	3	1226
320	3	1206
321	3	1206
322	3	1206
323	3	1206
324	3	1229
413	4	1229
414	4	1206
415	4	1206
416	4	1206
417	4	826
418	4	1226
419	4	1226
420	4	1206
421	4	1206
422	4	1206
423	4	1206

424	4	1229
513	5	1229
514	5	1206
515	5	1206
516	5	1206
517	5	826
518	5	1226
519	5	1226
520	5	1206
521	5	1206
522	5	1206
523	5	1206
524	5	1229
613	6	1229
614	6	1206
615	6	1206
616	6	1206
617	6	826
618	6	1226
619	6	1226
620	6	1206
621	6	1206
622	6	1206
623	6	1206
624	6	1229
713	7	1229
714	7	1206
715	7	1206
716	7	1206
717	7	826
718	7	1226
719	7	1226
720	7	1206
721	7	1206
722	7	1206
723	7	1206
724	7	1229
813	8	1229
814	8	1206
815	8	1206
816	8	1206
817	8	826
818	8	1226
819	8	1226
820	8	1206
821	8	1206
822	8	1206
823	8	1206
824	8	1229
913	9	1229
914	9	1206
915	9	1206
916	9	1206
917	9	826
918	9	1226
919	9	1226

920	9	1206
921	9	1206
922	9	1206
923	9	1206
924	9	1229
1013	10	1229
1014	10	1206
1015	10	1206
1016	10	1206
1017	10	826
1018	10	1226
1019	10	1226
1020	10	1206
1021	10	1206
1022	10	1206
1023	10	1206
1024	10	1229
1113	11	1229
1114	11	1206
1115	11	1206
1116	11	1206
1117	11	826
1118	11	1226
1119	11	1226
1120	11	1206
1121	11	1206
1122	11	1206
1123	11	1206
1124	11	1229

Units 217, 317, 417, 517, 617, 717, 817, 917, 1017, and 1117, contain Living Room/Dining Room Combination, 1 Bedroom, Kitchen and 1 Bath.

All remaining Units contain Living Room/Dining Room Combination, 2 Bedrooms, Kitchen and 2 Baths.

In addition, each Unit has an exclusive easement for a balcony or deck serving only that Unit.

The square footage set forth is exclusive of the balcony or deck. The dimensions of the balconies and decks are shown on the Floor Plans to be filed herewith.

Each Unit has immediate common area access to the corridor on the same floor as the Unit and the balcony or deck contiguous to the Unit.

MASTER DEED
MYSTIC RIVER PARK CONDOMINIUM
EXHIBIT 4

Unit Number	Common Percent Phase I Column A	Common Percent Phase I and II Column B
101		.3546
102		.3546
103		.3546
104		.3546
105		.3546
106		.3546
109		.3415
110		.3415
111		.3415
112		.3415
113	.7197	.3546
114	.7197	.3546
115	.7197	.3546
118	.6930	.3415
119	.7197	.3546
120	.6930	.3415
121	.6930	.3415
122	.6930	.3415
123	.6930	.3415
124		.3599
201		.3599
202		.3599
203		.3599
204		.3599
205		.3599
206		.3599
207		.3206
208		.3467
209		.3467
210		.3467
211		.3467
212	.7304	.3599
213	.7304	.3599
214	.7304	.3599
215	.6505	.3206
217	.7037	.3467
218	.7304	.3599
219	.7037	.3467
220	.7037	.3467
221	.7037	.3467
222	.7037	.3467
223	.7037	.3467
224		.3651
301		.3651
302		.3651
303		

304		
305		.3651
306		.3651
307		.3651
308		.3651
309		.3257
310		.3520
311		.3520
312		.3520
313		.3520
314	.7410	.3651
315	.7410	.3651
316	.7410	.3651
317	.7144	.3520
318	.6611	.3257
319	.7144	.3520
320	.7410	.3651
321	.7144	.3520
322	.7144	.3520
323	.7144	.3520
324	.7144	.3520
	.7144	.3520
401		
402		.3704
403		.3704
404		.3704
405		.3704
406		.3704
407		.3704
408		.3704
409		.3310
410		.3573
411		.3573
412		.3573
413		.3573
414	.7517	.3704
415	.7517	.3704
416	.7517	.3704
417	.7250	.3573
418	.6717	.3310
419	.7250	.3573
420	.7517	.3704
421	.7250	.3573
422	.7250	.3573
423	.7250	.3573
424	.7250	.3573
	.7250	.3573
501		
502		.3756
503		.3756
504		.3756
505		.3756
506		.3756
507		.3756
508		.3756
509		.3362
		.3625

716	.7570	.3730
717	.7037	.3467
718	.7570	.3730
719	.7837	.3862
720	.7570	.3730
721	.7570	.3730
722	.7570	.3730
723	.7570	.3730
724	.7570	.3730
801		
802		.4203
803		.4203
804		.4203
805		.4203
806		.4203
807		.4203
808		.4203
809		.3520
810		.4072
811		.4072
812		.4072
813		.4072
814	.8530	.4203
815	.8530	.4203
816	.8530	.4203
817	.8263	.4072
818	.7144	.3520
819	.8263	.4072
820	.8530	.4203
821	.8263	.4072
822	.8263	.4072
823	.8263	.4072
824	.8263	.4072
901		
902		.4282
903		.4282
904		.4282
905		.4282
906		.4282
907		.4282
908		.4282
909		.3573
910		.4150
911		.4150
912		.4150
913		.4150
914	.8690	.4282
915	.8690	.4282
916	.8690	.4282
917	.8423	.4150
918	.7250	.3573
919	.8423	.4150
920	.8690	.4282
921	.8423	.4150
	.8423	.4150

510		.3625
511		.3625
512		.3625
513		.3756
514	.7623	.3756
515	.7623	.3756
516	.7623	.3625
517	.7357	.3362
518	.6824	.3625
519	.7357	.3756
520	.7623	.3625
521	.7357	.3625
522	.7357	.3625
523	.7357	.3625
524	.7357	.3625
601		.3809
602		.3809
603		.3809
604		.3809
605		.3809
606		.3809
607		.3809
608		.3809
609		.3415
610		.3678
611		.3678
612		.3678
613		.3678
614	.7730	.3809
615	.7730	.3809
616	.7730	.3809
617	.7463	.3678
618	.6930	.3415
619	.7463	.3678
620	.7730	.3809
621	.7463	.3678
622	.7463	.3678
623	.7463	.3678
624	.7463	.3678
701		.3862
702		.3862
703		.3862
704		.3862
705		.3862
706		.3862
707		.3862
708		.3862
709		.3467
710		.3730
711		.3730
712		.3730
713		.3730
714	.7837	.3862
715	.7837	.3862
	.7837	.3862

922		
923	.8423	.4150
924	.8423	.4150
	.8423	.4150
1001		
1002		.4361
1003		.4361
1004		.4361
1005		.4361
1006		.4361
1007		.4361
1008		.4361
1009		.3625
1010		.4229
1011		.4229
1112		.4229
1013		.4229
1014	.8850	.4361
1015	.8850	.4361
1016	.8850	.4361
1017	.8583	.4229
1018	.7357	.3625
1019	.8583	.4229
1020	.8850	.4361
1021	.8583	.4229
1022	.8583	.4229
1023	.8583	.4229
1024	.8583	.4229
	.8583	.4229
1101		
1102		.4439
1103		.4439
1104		.4439
1105		.4439
1106		.4439
1107		.4439
1108		.4439
1109		.3678
1110		.4308
1111		.4308
1112		.4308
1113		.4308
1114	.9009	.4439
1115	.9009	.4439
1116	.9009	.4439
1117	.8743	.4308
1118	.7463	.3678
1119	.8743	.4308
1120	.9009	.4439
1121	.8743	.4308
1122	.8743	.4308
1123	.8743	.4308
1124	.8743	.4308
PH		.6833

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