

E-25

MASTER DEED

OF

OVERLAND PARK, A CONDOMINIUM

LAWRENCE A. GRAY, of 34 Richardson Road, Hudson, Massachusetts, (hereinafter called "the Developer") being the sole owner of the land in Hudson, Middlesex County, Massachusetts described in paragraph 3 hereof, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A"), and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Condominium Phasing. The Condominium is planned to be developed as a phased Condominium, each phase of which shall include one or more buildings containing one or more condominium units. Paragraph 16 hereof sets forth the procedures whereby the Developer may amend this Master Deed, without the need for the consent (except as in said paragraph 16 already granted) or signature of any Unit Owner, (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party, so as to add an additional phase to the Condominium. Said paragraph 16 also describes certain limitations on the Developer's said rights to add an additional phase.

2. Name. The name of the Condominium shall be:

OVERLAND PARK CONDOMINIUM

3. Description of the Land. A certain tract of land with the buildings thereon situated in the Town of Hudson, Middlesex County, Massachusetts, shown on a plan entitled "Plan of Land In HUDSON, MASSACHUSETTS OF PROPOSED "OVERLAND PARK" Owned by LAWRENCE A. GRAY Scale: 1" = 40' Date: November 19, 1986 Prepared by Moore Survey & Mapping Corp. 29 Grafton Circle Shrewsbury, Massachusetts". For more particular description, see plan recorded as Plan 1730 of December 4, 1986.

Containing according to said plan 4.4012 acres of land.

Being the same premises conveyed to me by deed of Paul V. Giannetti dated December 3, 1986 and recorded with Middlesex South District Registry of Deeds Book 17632, Page 525, hereinafter the "Land".

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Plan # 644
SEE PLAN IN RECORD BOOK 19056
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and more particularly described in Exhibit A attached hereto and made a part hereof.

4. Description of the Building(s). The building(s) (hereinafter the "Building(s)") on the Land are described in Exhibit A.

5. Designation of the Units and Their Boundaries.

(a) The Condominium presently consists of ten (10) Units situated in Building No. Three (3), Phase I, shown on the site plan to be recorded herewith (said ten (10) Units together with all other units subsequently added to the condominium pursuant to paragraph 16 hereof as part of the future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas, number of rooms, immediately accessible Common Areas, Limited Common Areas and Facilities and other descriptive specifications of each of said Units are set forth in Exhibits A and B attached hereto, and are shown on the site, garage and unit floor plans of Overland Park, recorded herewith. The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Building is numbered "No. 3" and otherwise have no name and bear the verified statement of a Registered Professional Engineer.

(b) If and when the Developer adds an additional phase to the Condominium pursuant to his reserved rights under paragraph 16 hereof, he shall amend Exhibits A and B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibits A and B any variations with respect to the boundaries of a Unit or Units in such phase from those boundaries described in subparagraphs 5(c) and 5 (d) hereof. Also, with an amendment to this Master Deed adding an additional phase to the Condominium, the Developer shall record new site and floor plans showing the Building and Units forming part thereof.

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

- (i) Floors: The upper surface of the concrete basement floor;
- (ii) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters;
- (iii) Walls: The plane of the interior surface of wall studs facing such unit, or, if there be no wall studs, the plane of the interior surface of masonry walls.

(iv) Doors and Windows: As to the doors, the exterior surface thereof, and the door glass and door frames; and as to the windows, the exterior surface of the glass and window frames.

(d) Provided, however, that no structural components of the Buildings and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

(e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.

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

(g) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Limited Common Areas and Facilities" in paragraph 8 hereof.

(h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 8 hereof which are reserved for the exclusive use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Description of the Common Areas and Facilities. The common areas and facilities of the condominium shall include such areas and items listed as such in Section 1 of said Chapter 183A insofar as applicable, and, without limiting the generality of the foregoing, the common areas and facilities shall include all areas and facilities of the condominium as are not within a unit of the condominium, and

(a) The land on which the buildings are erected;

(b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, halls, corridors, lobbies, public stairs and stairways, fire escapes and entrances and exits of the building;

(c) All lawns, gardens, shrubbery, roads, parking, and related facilities and other improved or unimproved areas not within the Units;

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

(e) The entrance lobbies, halls, mechanical and storage areas, corridors and stairways, all mailboxes, fire extinguishers and other facilities located thereon.

(f) All other apparatus and installations existing in the buildings for common use or necessary or convenient to the existence, maintenance or safety of the buildings.

The Developer has reserved the right pursuant to paragraphs 5 (b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of a future phase, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such a future phase to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 8 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraph 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest in each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all units, also measured as of the date of this Master Deed.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as an additional phase is added to the Condominium pursuant to paragraph 16 hereof.

8. Limited Common Areas and Facilities. Each Unit shall have the exclusive right and easement for the use and enjoyment of those Limited Common Areas (shown on the As Built Floor Plan recorded herewith as L.C.A.), to which said Unit has exclusive access; and as to those Limited Common Areas to which two Units share access, said right and easement in common with the adjoining Unit owner. The Limited Common Areas and Facilities shall be maintained by the Condominium Trust.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

The Developer has reserved the right pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional unit(s) as may be added to the Condominium as part of a future phase. Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 8, and if such variations shall occur, they shall be specified in the amendment to this Master Deed adding such future phase.

9. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

(a) Each Unit shall be used only for those purposes allowed by the Protective Zoning By-Laws of the Town of Hudson;

(b) Nuisances. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its residents and occupants.

(c) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

(d) Interpretation. In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

(e) No Unit or any part of the Common Areas and Facilities (including the Limited Common Areas and Facilities) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

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

10. Rights Reserved to the Developer for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, in the event that there are unsold Units, the Developer shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner;

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

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Developer hereby reserves to himself and his agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Developer shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of a future phase as permitted by paragraph 16 of this Master Deed and the development of common use facilities should the Developer elect to develop same pursuant to the rights reserved to the Developer in

paragraph 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Rights Reserved to the Condominium Trustees. Upon Twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees, or anyone authorized by them shall have the right of access to each Unit and the Limited Common Areas and Facilities appurtenant thereto for the purpose of satisfying their obligations as Condominium Trustees.

12. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established thereby is the Overland Park Condominium Trust (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner including the Developer shall have a beneficial interest in the Condominium Trust as provided in Article IV of the Trust recorded herewith. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinafter and hereinafter the "Condominium Trustees") are as follows:

Lawrence A. Gray	Anne M. Gray	Paul V. Giannetti
34 Richardson Road	34 Richardson Road	131 Coolidge Street
Hudson, Mass. 01749	Hudson, Mass. 01749	Hudson, Mass. 01749

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A which By-Laws are contained in Article 5 of the trust recorded herewith.

13. 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 all or any portion of a building, or (b) alteration or repair to the Common Elements made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the Common Elements of a Unit after damage by fire or other casualty, or (d) 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.

14. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the Land. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation paragraph 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, licensee or occupancy agreement or arrangement with respect thereto.

15. Amendments. Except as otherwise provided in paragraph 16 hereof with respect to amendments adding a new phase to the Condominium, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least seventy-five percent (75%) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least seventy-five percent (75%) of said total voting power of the Unit Owners, and (b) duly recorded with the Middlesex South District Registry of Deeds, provided that:

(a) The date on which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless 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 signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding a new phase to the Condominium, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units.

(d) 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.

(e) No instrument of amendment which purports to effect the Developer's reserved rights to construct and add an additional phase to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Developer's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Developer, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Developer's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 16 hereof to include additional phase, shall be of any force or effect unless it is assented to in writing by the Developer, and this assent is recorded with such amendment at the Middlesex South Registry of Deeds. The requirements for the Developer's assent contained in this subparagraph (f) shall terminate when the Developer has exhausted its rights to add an additional phase and no longer controls title to any unit.

(g) No instrument of amendment which purports to amend or otherwise affect paragraphs (c) through (f) of this paragraph 15 shall be of any force and effect unless signed by all the Unit Owners and all first mortgagees of record with respect to title.

(h) Where required under the provisions of paragraph 19 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

(i) Notwithstanding anything herein contained to the contrary, the Developer reserves the right and power on behalf of the Developer or the Trustees of the Condominium 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; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each owner or 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 acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as it may no longer exercise its right to add additional phases pursuant to paragraph 16 of this Master Deed and no longer holds title to any Unit.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Developer's Reserved Rights to Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings containing one or more Units, and one or more garages. In order to permit and facilitate such development, the Developer, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

(a) The Developer shall have the right and easement to construct, erect and install on the Land:

- (i) Additional building(s), each housing one or more Units;
- (ii) Garages, for one or more motor vehicles, separate and detached from the buildings;
- (iii) Additional roads, drives, parking spaces and areas, walks and paths;
- (iv) New or additional fencing and/or other landscaping and structures of every character;
- (v) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (vi) All and any other buildings, structures, improvements and installations as the Developer shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For the purposes of such construction, the Developer shall have all of the rights, and easements reserved to him in subparagraph 10(c) hereof.

Ownership of each building, together with the residential units forming a part thereof and all appurtenances thereto, constructed by or for the Developer pursuant to the said reserved rights and easements and ownership of each detached garage unit shall remain vested in the Developer; and the Developer shall have the right to sell and convey the said residential units and garage units as Units of the Condominium without accounting to any party (other than the Developer's mortgagee) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Developer's reserved rights and easements to construct and add to the Condominium additional Units together with their designated appurtenant Limited Common Areas and Facilities shall be unlimited.

The following subparagraphs (a) through (f) are set forth to further describe the scope of the Developer's reserved rights and easements under this paragraph 16.

(a) Time Limit After Which the Developer May No Longer Add a New Phase. The Developer's reserved rights to amend this Master Deed to add new Units to the Condominium as part of a future phase shall expire five (5) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 16 reach the maximum limit of thirty-two (32) and the total number of detached garage units to reach a maximum of thirteen (13); or
- (ii) The Developer shall record with the Middlesex County South District Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium.

(b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Developer under this paragraph 16.

(c) Size of Phases. There are no minimum or maximum size limitations on a future phase to be added to the Condominium. A phase may consist of any number of buildings containing any number of Units, provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (d) is not exceeded.

(d) Maximum Number of Units Which May Be Added By Future Phases. The Developer may not amend this Master Deed to add more than Twenty-two (22) Units to the Condominium as part of a future phase, so that the total number of Units in the Condominium shall not exceed Thirty-two (32) (being the Ten (10) Units in Phase I plus the maximum of Twenty-two (22) which may be added as part of a future phase or phases.)

(e) Maximum Number of Detached Garage Units Which May Be Added By Future Phases. The Developer may not amend this Master Deed to add more than Thirteen (13) Detached Garage Units to the Condominium as part of a future phase.

(f) Types of Units Which May be Constructed and Added to the Condominium as Part of a Future Phase. The type of construction, and principal construction materials of future Buildings and the Units therein which are to be added to the Condominium as part of a future phase shall be consistent with the original Building in terms of quality of construction.

(g) Right to Designate Limited Common Areas and Facilities as Appurtenant to Future Units. The Developer reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of a future phase. As hereinafter described, each amendment to this Master Deed adding an additional phase shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phase if such Limited Common Areas and Facilities are different from those described in paragraph 8 hereof.

Any and all improvements added to the Condominium in a future phase must be substantially completed prior to the inclusion of said improvements in the Condominium.

The Developer may add a future phase and the Building(s) and Unit(s) therein to the Condominium by executing and recording with the Middlesex South District Registry Deeds amendment(s) to this Master Deed which shall contain the following information:

(a) An amended Exhibit A describing the Building(s) being added to the Condominium.

(b) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specification of the Unit(s) being added to the Condominium, as well as

describing any variations in the boundaries of such Units from those boundaries set forth in subparagraph 5(c) and 5 (d) of this Master Deed.

(c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Unit(s).

(d) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s).

(e) If the Limited Common Areas and Facilities designated as appurtenant to the Unit(s) being added to the Condominium vary from those described in paragraph 8 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Unit(s). Such description of the new or modified Limited Common Areas and Facilities appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

(f) A revised site plan of the Condominium showing the new Building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent (except as in this paragraph 16 already granted) or signature in any manner by any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Developer. Any such amendment, when executed by the Developer and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as an additional phase containing additional Unit(s) is added to the Condominium by amendment to this Master Deed pursuant to the Developer's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities together with his Unit's concomitant interest in the Condominium Trust and

liability for sharing in the common expenses of the Condominium shall be reduced, since the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium. All assessments pertaining to and voting rights appurtenant to additional units in future phases shall become effective upon the recording of the amendment to this Master Deed which adds such future phase provided however, that assessment shall be prorated for the duration of the term of such assessments. Every Unit Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him to the Developer's reserved rights under this paragraph 16 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 16. In the event that notwithstanding the provisions of this paragraph 16 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Developer is required on any amendment to this Master Deed which adds additional Land and/or new phase(s) to the Condominium, then the Developer shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium; to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Developer as grantor or from any other party, constitutes and appoints the Developer as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium. All taxes and other assessments relating to the property in later phases, covering any period prior to the addition of such property must be paid or otherwise satisfactorily provided for by the Developer.

17. Developer's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Developer, for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits,

pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Developer shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17, however, shall in any way obligate the Developer to construct, erect or install any such common use facility as part of the Condominium development.

18. Definition of "Developer". For purposes of this Master Deed the Condominium Trust and the By-Laws, "Developer" shall mean and refer to said Lawrence A. Gray, who has executed, delivered and recorded this Master Deed and to all successors and assigns of said Lawrence A. Gray which come to stand in the same relation as developer of the Condominium as he did.

19. Provisions for the Protection of Mortgagees. It is the intention of the Declarant that the Condominium conform to and comply with the Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary elsewhere in the Condominium Constituent Documents contained:

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

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

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

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

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

B. FNMA Provisions

1. Rights and Responsibilities of the Declarant.

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

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

2. Amendments to Documents. The unit owners shall have the right to amend the Condominium Constituent Documents as elsewhere provided. Eligible Mortgage Holders also have the right to join in the decision making about certain amendments to the Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by unit Owners representing at least 67% of the total allocated votes in the Owners' Association, unless a higher percentage is elsewhere in the Condominium Constituent Documents or by law required, if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following shall be considered as material:

- voting rights;
- assessments, assessment liens, or subordination of assessment liens;
- reserves for maintenance, repair and replacement of common areas;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common areas, or rights to their use;
- convertibility of units into common areas or vice versa;
- expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- insurance or fidelity bonds;
- leasing of units;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the Onwers' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;
- any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers or guarantors.

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

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

3. Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results either in the common areas encroaching on any unit, or in a unit encroaching on the common areas or another unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for whatever period the encroachment exists.
4. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Condominium Property, the award made for such taking shall be payable to the Owners' Association if such award amounts to \$25,000.00 or less. If the award amounts to more than \$25,000.00, it shall be payable to the Insurance Trustee, if one has been designated, and otherwise to the Owners' Association. Except as hereinafter provided, damage to or destruction of the Condominium Property shall be promptly repaired and restored by the Owners' Association using the proceeds of condemnation for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, if there is substantially total destruction of the property and seventy-five (75) percent of the Unit Owners vote not to proceed with the repair and restoration of the Condominium, the Association or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The Owners' Association shall be designated to represent the unit owners in any proceedings, negotiations, settlements or agreement with respect thereto, and each unit owner by acceptance of a unit deed shall be deemed to have appointed the Owners' Association as an attorney-in-fact for that purpose.
5. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely written notice of
 - any condemnation or casualty loss that effects either a material portion of the Condominium or the unit securing its mortgage;

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

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

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

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

- (a) The right of the Declarant to add phases by amendment to the Master Deed shall expire no later than five (5) years from the date the Master Deed is recorded.
- (b) Assessments for common area charges and expenses attributable to each unit, and the right of each unit to exercise its voting rights, shall commence upon recording of the Master Deed with respect to Phase I, and upon recording of the amendment to the Master Deed adding the Phase in which the unit is a part.
- (c) All improvements intended for future phases shall be substantially completed prior to the addition of the Phase.
- (d) All future improvements shall be consistent with the initial improvements in terms of quality and construction.

C. FHLMC Provisions:

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

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

2. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.
3. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Owners' Association shall not be entitled to:
 - a. by act or omission, seek to abandon or terminate the Condominium
 - b. change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
 - c. partition or subdivide any condominium unit;
 - d. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purpose consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed a transfer within the meaning of this clause);
 - e. use hazard insurance proceeds for losses to any condominium property (whether to units or to common areas and facilities) for other than the repair, replacement or reconstruction of such condominium property.
4. Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

5. No unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
6. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.
7. A first mortgagee, upon request, will be entitled to written notification from the Owners's Association of any default in the performance by the individual unit owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.
8. Any agreement for professional management of the Condominium or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

D. Conflicts

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

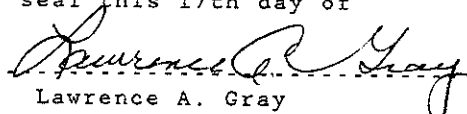
20. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
21. Waiver. No provisions 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.
22. 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.

23. Governing Law. This Master Deed, the Condominium Trust and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A, as in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for said chapters shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

(a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or

(b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Middlesex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 23(b) to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Developer, which consent shall be recorded with the instrument setting forth the election with the Middlesex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Developer's right and ability to develop and/or market the Condominium including all its possible future phases.

WITNESS, the execution hereof under seal this 17th day of May 1988.


Lawrence A. Gray

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 17, 1988

Then personally appeared before me Lawrence A. Gray and acknowledged the foregoing instrument to be his free act and deed.

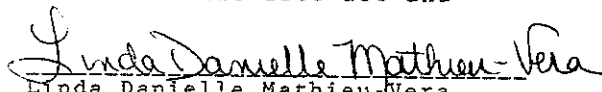

Linda Danielle Mathieu-Vera
Notary Public
My Commission Expires: 10-30-92

EXHIBIT A ATTACHED TO AND
MADE PART OF THE MASTER DEED OF
OVERLAND PARK, A CONDOMINIUM

DESCRIPTION OF BUILDING(S)

The building constructed by the Developer, known as Building 3, is a three floor building presently existing of wood frame structure with fiberglass shingled roofs, containing ten (10) residential Units, with a Ground Floor containing two garden style (one level) residential units, and four garages; a First Floor containing the first level of eight townhouse style (multilevel) residential units; a Second Floor the second level of eight townhouse style residential units. The ten Units in Building no. 3 are individually heated by gas and are air conditioned.

MASTER DEED
OF
OVERLAND PARK CONDOMINIUM
"EXHIBIT B"

UNIT DESIGNATION	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQUARE FEET	PERCENTAGE INTEREST	IMMEDIATE COMMON AREA
3 A-1	Groundfloor	IR,K,IR, 2BR, 2B	1,057.3	9.4	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 B-1	Groundfloor	IR,K,IR, 2BR, 2B	1,058.2	9.4	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 A-2	Groundfloor Firstfloor Secondfloor	GARAGE IR,K,IR,1/2B 2BR,1B ATTIC	1,899.6	10.6	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 A-4	Groundfloor Firstfloor Secondfloor	GARAGE IR,K,IR,1/2B 2BR,1B ATTIC	1,914.1	10.8	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 B-2	Groundfloor Firstfloor Secondfloor	GARAGE IR,K,IR,1/2B 2BR,1B ATTIC	1,914.4	10.6	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.

3 B-4	Groundfloor Firstfloor Secondfloor	CARAGE LR,K,DR,1/2B 2BR,1B ATTIC	1,908.0	10.8	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 A-3	Firstfloor Secondfloor	LR,K,DR,1/2B 2BR,1B, ATTIC	1,374.5	9.5	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 A-5	Firstfloor Secondfloor	LR,K,DR,1/2B 2BR,1B, ATTIC	1,382.2	9.7	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 B-3	Firstfloor Secondfloor	LR,K,DR,1/2B 2BR,1B, ATTIC	1,379.7	9.5	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.
3 B-5	Firstfloor Secondfloor	LR,K,DR,1/2B 2BR,1B, ATTIC	1,385.2	9.7	Exterior Building entrances, hallway, and stairs which are common areas and facilities all more particularly shown on the floor plans recorded herewith.

KEY: LR = Living Room
K = Kitchen
DR = Dining Room
BR = Bedroom
B = Bathroom