MASTER DEED

This MASTER DEED OF PARKER VILLAGE CONDOMINIUM made this day of April, 1981.

WITNESSETH THAT:

PARKER VILLAGE REALTY CO., INC., a Massachusetts corporation having its usual place of business at 60 State Street, Boston, Massachusetts

(hereinafter, including its successors and assigns, referred to as the "Declarant"), being the sole owner of certain premises (hereinafter referred to as the "Premises") in Acton, Middlesex County and Commonwealth of Massachusetts, as more fully described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this MASTER DEED, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts as amended and proposes to create a Condominium to be governed by and subject to the provisions of said Chapter 183A as amended, and to that end said Declarant hereby declares and provides as follows:

1. Name of Condominium

The Condominium shall be known as PARKER VILLAGE CONDOMINIUM (hereinafter called the "Condominium"). The organization through which the owners of the Condominium Units (hereinafter called the "Unit" or "Units") shall manage and regulate the Condominium established hereby is Parker Village Condominium Trust (the "Trust"), created by written Declaration of Trust (the "Declaration") of even date, to be recorded herewith. The Trustees thereunder are hereinafter referred to as the "Condominium Trustees." The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in General Laws, Chapter 183A, Section 8. Said By-Laws and said Rules and Regulations are also recorded herewith.

Description of Buildings

The Condeminium consists of four (4) clusters, each cluster consisting of three attached buildings, each with three (3) stories, and each such building containing six (6) Units, a total of seventy-two (72) Units, located on the premises described in Exhibit A.

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MAYES ENGINEERING INC.

AN NUMBER 420 (Dafile) 41981 BOOK! 4270_PAGE 516 The plan of land entitled, "Condominium Plan of Land in Action, Mass. Scale 1" = 40' February 23, 1981 Hayes Engineering, Inc. Civil Engineers & Land Surveyors, 828 Lynn Fells Parkway Melrose, Mass.", consisting of four (4) sheets so entitled and showing, respectively, "Lot 1 & Parcel "A" 93,036 sq. ft.", "Lot 2 65,832 sq. ft.", "Lot 3 65,008 sq. ft." and "Lot 4 63,877 sq. ft." to be recorded herewith (hereinafter referred to as the "Site Plan") shows the location of the clusters and buildings and improvements thereon.

Also included in the Condominium are the interests of the Declarant as assignee of the lessee interest under a certain Lease dated December 3, 1975 from Aurele Cormier, Trustee of Crescent Park Realty Trust under a Declaration of Trust dated April 1, 1971, recorded with Middlesex South District Registry of Deeds, Book 12007, Page 084, Notice of which said Lease is recorded with said Registry of Deeds, Book 12910, Page 560, in and to the "existing pool, conc. decking, wading pool, fence, pool house, and existing well" and all appurtenances thereto as shown on a Plan of Land entitled "Site Plan of Phase I Drummer Farms Condominium in Acton, Mass. Scale: July 1, 1974 Acton Survey & Engineering Inc. 277 Central St. Acton, Mass." recorded with Middlesex South District Registry of Deeds, Bock 12679, Page 001, together with reasonably unobstructed access thereto and egress therefrom, said areas being also shown as "Pool Area" on the Site Plan, to be recorded herewith, all of the foregoing being hereinafter referred to as "Pool Leasehold". * Specifically excluded from the Condominium are the "existing dwelling" and reasonably unobstructed access thereto and egress therefrom included in the aforesaid Lease, said "existing dwelling" being located easterly of the premises shown on the Site Plan, on land shown thereon as ":1/f Cormier Construction Corporation." The buildings in the Condominium are constructed principally of poured concrete foundations, wood frame structures, brick and glass exteriors, and asphalt shingle roofs.

Description of the Units

The designation of each Unit in the Condominium, a statement of its location, approximate area, number of rooms and immediate

^{*} Subject to and with the benefit of assignment of rights referred to in Exhibit A.

common area to which it has access, as built, are set forth in Exhibit B attached hereto and made a part hereof. The location and layout of each Unit in the Condominium, the location of the rooms therein and other descriptive specifications thereof are as shown on a plan entitled "Parker Village Condominium Acton,

Mass. Date April 21, 1981 Williams & Paige Associates Architects
875 Providence Highway, Dedham, Mass. 02026", consisting of twelve (12) sheets so entitled and designated "First Floor Plan," "Second Floor Plan," and "Third Floor Plan" to be recorded herewith (hereinafter called the "Building Plans").

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

- A. Floors: The upper surface of the cement floor slabs of first floor Units, and the upper surface of the floor joists of the second and third floor Units.
- B. Ceilings: The plane of the lower surface of the ceiling joists and the plane of the lower surface of the roof rafters, where applicable.
- C. Interior Building Walls: The plane of the surface facing such Unit of the wall studs.
- D. Exterior Building Walls, Doors and Windows:

 As to walls, the plane of the interior surface of
 the wall studs; as to doors, the exterior surface
 thereof and of the door frames, including storm
 doors; and as to windows, including any storm
 windows, the exterior surface of the glass and of
 the window frames.
- 4. Description of the Common Areas and Facilities:

The common areas and facilities of the Condominium comprise and consist of those items herein set forth and set forth under the definition of common areas and facilities of General Laws Chapter 163A, Section 1 as from time to time amended, except as hereinafter set forth, and shall include:

- (a) said land described in Exhibit A annexed hereto, subject to the reservations and encumbrances therein and hereinafter set forth;
- (b) the foundations, structural columns, chases, girders, beams, vents, chimneys, supports, party walls, common walls, main walls, corridors, lobbies, foyers, halls, roofs, stairs and stairways, entrances and exits of the buildings, and boiler and laundry areas in each building;
- (c) all conduits, ducts, pipes, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained;
- (d) the meters and the sillcocks serving common areas and facilities;
- (e) subject to the reservations and encumbrances provided for in (a) above, the yards, lawns, gardens, roadways, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures, trees and plants; and, the Pool Leasehold and Tennis Courts included in Phase I;
- (f) the storage spaces located in the laundry areas and beneath the stairways on the lower level of each building, subject to the right of the Owner of each Unit to the exclusive use of one (1) such storage space as may be designated from time to time by the Condominium Trustees.
- (g) The outdoor parking spaces now existing or hereafter to be constructed, subject to the right of the Owner of each Unit to the exclusive use of one (1) parking space as may be designated by the Condominium Trustees from time to time; any Unit Owner who shall have paid the consideration set forth for same by the Declarant shall have the right to the exclusive use of one (1) additional parking space as may be designated by the Condominium Trustees from time to time. The right to such additional parking space shall be set forth in the Unit Deed to such Owner.

The Owners of each Unit shall be entitled to an un-

percentage as is in the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units. For purposes of determining such percentages, the Declarant has determined that the percentage of the aggregate fair value of a set of four (4) Units, including one each of the different types of Units, is as follows:

Type A	(1	Bedroom)		21.62954	Percent
Type B	(2	Bedroom,	First Floor)	25.14654	Percent
Type C	(2	Bedroom,	Second Floor)	26.31838	Percent
Type D	(2	Bedroom,	Third Floor)	26.90504	Percent
			TOTAL	100.00000	Percent.

The percentage interest of each Unit in the Condominium is shown on Exhibit C attached hereto and made a part hereof.

Said common areas and facilities shall be subject to the provisions of the Trust and its By-Laws as from time to time amended and to Rules and Regulations from time to time promulgated pursuant thereto with respect to the use and maintenance thereof.

5. Floor Plans .

The Floor Plans of the buildings and Units showing the layout, location, unit numbers, and dimensions of the Units and bearing the verified statement of a Registered Architect that said plans fully and accurately depict the same as built, are as shown on the Building Plans to be recorded herewith.

Encroachments

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the common areas and facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repairs or restoration of a Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand(s).

7. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public
Utility Lines and Other Common Areas and Facilities located Inside
of Units:

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, and elements of the common areas and facilities located in any of the other Units but serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits and elements of the common areas and facilities located in such Unit but serving such other Units. The Condominium Trustees or anyone authorized by said Trustees, shall have the right of access to each Unit in order to inspect the same, or to maintain, repair or replace any of the common areas and facilities contained therein or elsewhere in the buildings or to remove any violation of any agreement or instrument affecting the Premises.

8. Use

The purpose for which the Buildings and the Condominium Units and other facilities are intended to be used are as follows:

- (a) Each of the Units is intended to be occupied for residence purposes only by not more than three unrelated persons without the written consent of the Condominium Trustees, subject to the restrictions set forth in the following Paragraph 9, provided, however, that such Units may be used by the Declarant hereof for other purposes temperarily pursuant to provisions of, and subject to the limitations set forth in the following Section 8(c); and provided, however, that one such Unit as designated from time to time by the Condominium Trustees may be used by the Condominium Trust for the purpose of an office at which to carry on the affairs and business of the Condominium.
- (b) The outdoor parking spaces are intended to be used for the parking of duly registered private passenger automobiles of occupants of Units in the Condominium, and not for boats, trucks, or other vehicles or items except with the prior written permission of the Condominium Trustees. Such permission, if given, may be revoked at any time in the Condominium Trustees.

(c) As provided in the foregoing Section 8(a), and notwithstanding the provisions of the following Paragraph 9, the Declarant hereof may, until all of said Units have been sold by the Declarant, (a) let or lease Units which have not been sold by the Declarant; and (b) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units, or as a sales office.

9. Restrictions on Use

Said Units shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Condominium Trustees pursuant to provisions of the By-Laws thereof, or unless expressly permitted by the preceding Section 8(a), (a) no such Unit shall be occupied for other than residence purposes nor by more than three unrelated persons, (b) no business activities of any nature shall be conducted in any such Unit, except that a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, clergyman, or insurance agent, residing in any such Unit, may maintain therein an office for his or her personal professional use, but not more than one employee or person other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients, customers, or patients; (c) the architectural integrity of the buildings and Units shall be preserved without modification, and to that end, unless the prior written consent of the Condominium Trustees shall have been obtained, no yard enclosure, 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 any such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; (d) all maintenance and use by Unit Owners of yards, platforms, steps, parkin; spaces, lights, and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification; (e) all use and

maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Condominium Trustees; and (f) the following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

- (1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
- (2) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;
- (3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, the Condominium Trust, and its By-Laws, Rules and Regulations, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said By-Laws, Rules and Regulations shall be a default under said lease, license, or tenancy arrangement.
- (4) The provisions of the within sub-paragraph (f) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

Said restrictions shall be for the benefit of the Owners of all the Condominium Units and, as the persons in charge of the common areas and facilities, shall be enforceable solely by the Condominium Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees 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 ownership thereof.

10. Amendment of Master Deed

This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to sixty-seven (67%) percent of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by the Condominium Trustees; and (c) duly recorded with Middlesex South District Registry of Deeds, PROVIDED HOWEVER, that:

- (a) The date on which any such instrument 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 shall have 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 shall have been signed by the Owners of the Unit so altered.
- (c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled or shall become entitled pursuant to the provisions of Paragraph 4 hereof in the common areas and facilities shall be of any force or effect unless the same shall have been signed by the Owners of all the Units and said instrument is therein designated as an Amended Master Deed.
- (d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or other recognized lending institution shall be of any force or effect unless the same shall have been assented to by the holder of such first mortgage, and
- (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 said General Laws,

 Chapter 183A as from time to time amended, shall be of any force
 or effect.

11. Unit Owners Organization

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is PARKER VILLAGE

CONDOMINIUM TRUST under a Declaration of Trust, of even date, to be recorded herewith. Said Declaration of Trust establishes a Trust of which all Unit Owners shall be beneficiaries and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are or may become entitled hereunder.

The names and addresses of the original and present Trustees thereof are as follows:

John J. Enwright, Jr.
34 Hampton Falls Rd., Exeter, N. H.
P. C. Box 39X
East Kingston, N. H. 03827

Said Trust has enacted By-Laws and Rules and Regulations which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the Massachusetts General Laws.

12. Governing Law

The Units and the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said General Laws, Chapter 183A as from time to time amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of PARKER VILLAGE CONDOMINIUM TRUST and the By-Laws and Rules and Regulations set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

13. Provisions Regarding Mortgages

The following provisions shall apply to mortgages of one or more Condominium Units:

(a) Any right of first refusal shall not impair the rights of a first mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage;
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by the mortgagor; or
- (iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in Paragraph (i) and/or (ii) above;
- (b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal with respect to taking such title.
- (c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;
- (d) Unless all of the first mortgages (based upon one vote for each first mortgage owned) holding mortgages on the individual Units at the Condominium shall have given their prior writter approval, neither the Unit Owners nor the Condominium Trustees shall be entitled to:
 - (i) by act or omission, seek to abandon or terminate the Condominium project, except in the event of substantial loss to the Units and/or common areas and facilities by fire or other casualty or except in the case of a taking by condemnation or eminent domain;
 - (ii) change the pro rata interest of 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 areas and facilities;

- (iii) partition or subdivide any Unit;
 - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium project and the exercise of other actions with respect to granting special rights of use or easements to Common Areas and Facilities provided for herein or in the Condominium Trust shall not be deemed a transfer within the meaning of this clause;
 - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities of the Condominium;
 - (vi) take any action or make any decision to terminate professional management (if any) and assume self-management of the Condominium.
- (e) All taxes, assessments, and charges which may become liens prior to the 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) In no case 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 the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common areas and Facilities of the Condominium:
 - (g) A first mortgagee, upon written request to the

- (i) written notification from the Condominium Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
- (ii) inspect the books and records of the Condominium Trust during normal business hours;
- (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) prompt written notification from the Condominium Trustees of any damage by fire of other casualty to the Unit upon which the first mortgagee holds a first mortgage, or of any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium.
- (h) No agreement for professional management of the Condominium or any other contract with the Trust may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days', or less, written notice.

It is intended that the provisions of the paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

14. Meaning of Terms

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A, as from time to time amended, shall have the same amoning herein as set forth in said Section 1.

15. Conflicts

This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A, as from time to time amended. In the event any of the provisions of this Master Deed, as from time to time amended, are inconsistent with said Chapter 183A, as from time to time amended, the provisions of said Chapter 183A, as from time to time amended, shall control and the repugnant provisions of this Master Deed, as from time to time amended, shall be deemed modified so as to comply with said Chapter 183A, as from time to time amended.

16. Invalidity

The invalidity of any provisions of this Master Deed, as from time to time amended, shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, as from time to time amended, and in such event, all of the other provisions of this Master Deed, as from time to time amended, shall continue in full force and effect as if such invalid provision had never been included herein.

17. Waiver

No provision contained in this Master Deed, as from time to time amended, 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.

18. 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, as from time to time amended, nor the intent of any provision thereof.

EXECUTED as a sealed instrument this twenty-third day of April, 1981.

PARKER VILLAGE REALTY CO., INC.

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John J. Enwright, Jr. President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX ,SS.

April 23,1981

Then personally appeared the above-named JOHN J. ENWRIGHT, JR., President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Parker Village Realty Co., Inc., before me

Gamples Glankett Notary Public

My commission expires

BARRY W. FOUNKERS Notary Fublic

My commission expires Oct. 10, 1998

EXHIBIT A

A parcel of land, together with the buildings thereon in Acton, Massachusetts in the County of Middlesex and said Commonwealth and being known as Lots 1, 2, 3, and 4 and Parcel A, Parker Street in said Acton, more particularly bounded and described as follows:

PARCEL I:

Being shown as a certain parcel of land with the buildings thereon containing 68,582 square feet, known as Lot 1, Parker Street in said Acton as shown on a plan entitled "Plan of Part of 'Parker Village,' Acton, Mass., owned and developed by Cormier Construction Corporation" dated December 24, 1965, Joseph Selwyn, C.E., recorded with Middlesex South District Deeds, Plan #1027 cf 1967, Book 11389, Page 425, bounded and described as follows:

WESTERLY by Parker Street by two lines, 8.90 feet and

166.10 feet;

SOUTHERLY by lands now or formerly of Harold O. Prentiss and Dorothy V. Prentiss and Frank Simeone and

Edith V. Simeone, 350.00 feet;

EASTERLY by land now or formerly of Cormier Construction Corporation by two lines, 175.00 feet and 25.00 feet;

NORTHWESTERLY by a curved line as shown on said plan, 39.27 feet.

Said lot is also shown as lot containing 68,582 square feet of land on Plan #287 of 1967, recorded with said Deeds, Book 11303, Page 330.

Also Parcel A off Parker Street in said Acton as shown on plan entitled "Plan of Land in Acton, Mass." dated February 10, 1971, Acton Survey and Engineering, Inc., Surveyors, recorded with Middlesex South District Deeds as Plan 567 of 1971 in Record Book 12007, Page 118, bounded and described as follows:

NORTHWESTERLY by Lot 10, as shown on said plan in two lines, 42.00 feet and 60.76 feet;

WESTERLY

by Lot 1, as shown on said plan, 312.89 feet;

SOUTHWESTERLY by land now or formerly of Frank and Edith V. Simeone as shown on said plan, 71.87 feet;

EASTERLY by said Lot 10, 381.64 feet.

Said Parcel A contains 27,503 square feet of land according to said plan or however otherwise said premises may be bounded, measured or described.

PARCEL II:

The land with the buildings thereon, being shown as Lot 2, Parker Street in said Actor, Massachusetts, as shown on plan entitled, "Plan of Park of 'Parker Village' Acton, Mass., owned and developed by Cormier Construction Corporation" dated December 24, 1965, Joseph Selwyn, C. E., which plan is recorded with Middlesex South District Deeds as Plan #1027 of 1967, Book 11389, Page 425, bounded and described as follows:

WESTERLY by Parker Street by four lines measuring respectively, 80.20 feet, 64.06 feet, 21.47 feet and 27.52 feet;

NORTHERLY by Lot 3, as shown on said plan, 283.55 feet;

by land now or formerly of Cormier Construction EASTERLY

Corporation as shown on said plan, 163.18 feet;

PARCEL II (cont.):

SOUTHEASTERLY and

SOUTHERLY

by a curved line by land now or formerly of Cormier Construction Corporation by three lines measuring respectively, 99.10 feet, 202.90

feet and 25.00 feet;

SOUTHWESTERLY

by a curved line with a radius of 25 feet by land of Cormier Construction Corporation as shown on said plan, 39.27 feet.

Containing 65,289 square feet of land according to said plan or however otherwise said premises may be bounded, measured or described.

PARCEL III:

The land with the buildings thereon, being shown as Lot 3, Parker Street in said Acton, Massachusetts, as shown on a plan entitled "Plan of Part of 'Parker Village' Acton, Mass., owned and developed by Cormier Construction Corporation" dated December 24, 1965, Joseph Selwyn, C.E., recorded with Middlesex South District Deeds as Plan #1027 of 1967 in Book 11389, Page 425, bounded and described as follows:

by Parker Street, by two lines measuring WESTERLY respectively, 106.80 feet and 93.20 feet;

by Lot 5 as shown on said plan, 320.00 feet; NORTHERLY

by land now or formerly of Cormier Construction EASTERLY Corporation as shown on said plan, 200.00 feet;

by Lot 3, as shown on said plan, 319.68 feet. SOUTHERLY

Containing 63,968 square feet of land according to said plan or however otherwise said premises may be bounded, measured or described.

Subject to and with the benefit of Easement for Subsurface Disposal for benefit of Lot 5, as shown on a plan entitled "Plan of Land in Acton, Mass. Showing Easement for Subsurface Disposal for Lot 5" dated October 22, 1970, recorded with Middlesex South District Deeds, Book 11950, Page 56.

See Declaration of Abandonment recorded with said Deeds in Book 11389, Page 424.

For title to Lot I see deed dated March 22, 1967, recorded with said Deeds, Book 11303, Page 330. For title to Parcel A see deed of Aurele Cormier, Trustee of Crescent Park Realty Trust recorded with said Deeds, Book 12306, Page 355.

For title to Lot 2, see deed dated September 7, 1967, recorded with said Deeds, Book 11389, Page 425.

For title to Lot 3, see deed dated December 19, 1967, recorded with said Deeds, Book 11445, Page 141.

For title to Lot 4, see deed dated July 26, 1968, recorded with said Deeds, Book 11572, Page 593.

For title, see deed of Aurele Cormier, Trustee of Parkwood Manor Trust under a Declaration of Trust dated April 1, 1971, and recorded with Middlesex South District Registry of Deeds, Book 12007, Page 107, to Parker Village Realty Co., Inc., dated March 13, 1981, and recorded with said Registry of Deeds, Book 14237, Page 22.

Said premises are subject to and have the benefit of the following:

1) the reservation of the fee between Lots A and 2 on plan dated December 24, 1965 and recorded with: Middlesex South District Registry of Deeds as

Plan #1027 of 1967, in Book 11389, Page 425 and shown as Parcel marked "Cormier Construction Corp." between Lots 1 and 2 on said plan and the right to pass and repass over and use as a way the extension of Lot 10 from Parker Street to said Parcel A, as shown on said plan for all purposes for which ways may be used in the Town of Acton including the installation and maintenance of all utilities.

- 2) Easement to New England Telephone and Telegraph Company and Boston Edison Company recorded with Middlesex South District Registry of Deeds, Book 11323, Page 274.
- Notice of Lease to Aurele Cormier, Trustee of Parkwood Manor Trust recorded with said Registry of Deeds, Book 12910, Page 560.
- 4) Access and egress provisions contained in deed from Aurele Cormier, Trustee of Crescent Park Realty Trust to Aurele Cormier, Trustee of Parkwood Manor Trust, dated March 14, 1979 and recorded with said Registry of Deeds, Book 13658, Page 141.
- 5) Restrictive Agreement dated December 24, 1970, recorded with said Registry of Deeds, Book 11950, Page 056 and Plan of land recorded therewith.
- 6) Assignment of Rights to Aurele Cormier, Trustee of Parkwood Manor Trust, dated April 23, 1981, recorded herewith.

EXHIBIT B

Building	<u> Unit</u>	Type	No. of	Floor Area Sg.Ft.	Adjac Uni (Lef Bldg.	t	Adjace Unit (Righ Bldg.	t nt)
A	Al	A	3	495	В	В2	A	A2
A	A2	В	4	842	A	Al	No	one
В	в1	В	4	842	С	C2	В	в2
В	в2	A	3	495	В	в1	A	Al
c c	Cl	В	4	842	None		C.	C2
. D	C2	Λ	3	495	c	Cl.	В	Bl
A	A3	С	4	842	В	B4	A	A4
Α	A4	С	4	842	A	A3	None	€
В	В3	C	4	842	C	C4	В	B4
В	В4	С	4	342	ā	В3	A	A 3
С	С3	С	4	342	None		С	C4
С	C4	С	4	842	С	C3	В	в3
A	A5	D	4	842	В	B6	A	A6
A	A6	D	4	842	A	A5	None	:
В	B 5	D	4	842	c ·	C6	В	В6
В	B 6	D	4	342	В	B5	A	A5
С	C5	D	4	842	None		С	C6
С	C6	D	4	842	c	C5·	В	В5
Ð	Dl	В	4	342	None		D	D2
D	D2	A	3	495	D	Dl	E	El
Е	El	В	4	842	D	D2	E	E2
E	E2	A	3	495	E	El	F	Fl
F	Fl	A	3	495	E .	E2	F	F2
F	F2	В	. 4	842	F	Fl	None	•
Ω	D3	С	4	842	None		· D	D4
D	D4	С	4	842	D	D3	E	E3
E	E3	С	. 4	842	D .	D4	E	E4
Ε	E4	С	4	842	E	E3	F	F3
F	F3	С	4	842	E	E4	F	F4 .
F	F4	C	4	842	F	F3	None	!
D	D5 .	D	4	342	None		, D	D6
D	D5	D	4	842	.	D5	E	E 5

			EXHIBIT	B (Cont.)	ŧχ	1427	0 F.G. ₂ 5	25 <u>.</u> 2
Building	Unit	Type	No. of Rooms	Floor Area Sg. Ft.	(L	nit eft) g. Unit	Un (Ri Bldg	ght)
F	F 5	D	4 .	842	E	E6	F	F6
F	· F 6	D	4	842	F	F5	None	
G	Gl	В	4	842	Non	e	Ģ	G2
G	G2	A	. 3	495	G	G1	н	н1
H	Hl	В	4	842	G	G2	н	Н2
H	H2	A	3	495	н	Hl	I	11
I	Il	. A	3	495	H	Н2	I	12
I	12	В	4	842	I	11	None	
G	G3 ·	С	4	842	None	è	G	G4
G	G4	С	4	842	G	G3	Н	н3
Н	н3	С	4	842	G	G4	н	H 4
H	114	С	4	842	Ħ	н3	I	13
I	13	С	4	842	н	H4	I	14
I	14	С	4	842	1	13	None	-
S	G5	α	4	842]	None		G	G6
G	G6.	D	4	842	G	G5	Н	н5
H	Н5	D	4	842	G	G6	H	н6
H	н6	D	4	842	н	Н5	I	15
I	15	Đ	4	842	н	Н6	I	16
I	16	D	4	842	I	15	None	
J	Jl	В	4	842	None		J	J2
J	J2	A	3	495	J	J1	K	Kl ·
K	K1	A	3	495	J	J2	K	к2
K	К2	B	4	£42	ĸ	Kl	L	Ll
L	L1	A	3	495	K	K2	L	L2
L	L2	В	4	842	L	ГĴ	None	
J	J3	С	4	842	None		J	J4
J	J4	С	4	842	J	J3 .	ĸ	кз .
K	К3	С	4	842	J	J4	K	K4
K	K4	С	4	842	К	кз	L	r3
L	L3	С	1	847	K	K 4	L	L4
L	L4	С	4	842	L.	L3	None	
٠.	J5	D	÷	842	Hone		J	J6
J	J 6	D	4	842	J	J5 .	K	к5
	K5	D	4	342	J	J6	K	K6
K	К6	5	:	942	K	E.5	ī.	L5

Building	<u>Unit</u>	Ξ¥		ons		loor Ar G. Ft.		(Left)	Unit	(Right Bldg.	
L	L6	D	4		8	342	1	L	L5	Non	e
		·									
	ALL UN	ITS HA	AVE ACCESS	то	THE	COMMON	AREAS	AND			

EXHIBIT B (CONT.)

Adj. Unit

Adj. Unit

8K14270 F6536

FACILITIES FROM THE FRONT AND REAR DOORS.

SAID ACCESS IS TO "STAIR HALL #1" AND "STAIR HALL

#2" FROM ALL TYPE B, TYPE C, AND TYPE D UNITE, AS
SHOWN ON THE BUILDING PLANS, AND TO "STAIR HALL #1"

AND TO THE STORAGE AND LAUNDRY AREAS FROM ALL

TYPE A UNITS AS SHOWN ON THE BUILDING PLANS.

EXHIBIT C

PERCENTAGE INTERESTS

Building	<u>Urit</u>	Percentage Interest
A	Al	1.17637
A	A2	1.36764
В .	Bl	1.36764
В	B2	1.17637
c .	Cl	1.36764
С	C2	1.17637
A	EA	1.43139
A	A4	1.43139
В	В3	1.43139
В	Б4	1.43139
С	С3	1.43139
С	C 4	1.43139
A	A5	1.46327
A	A6	1.46327
В	B 5	1.46327
В	в6	1.46327
С	C5	1,46327
С	C6	1.46327
D	Dl	1.36764
D	D2	1.17637
E	El .	1.36764
E	E2	1.17637
F .	Fl	1.17637
F	F2	1.36764
D	53	1.43139
. р .	D4	1.43139
E	Ξ 3	1.43139
E	24	1.43139
F .	F3	1.43139 .
F	24	1.43139
D	34	1.48327
D	; <i>₽</i>	1.46327

EXHIBIT C (Cont.)

E E6 1.46327 F F5 1.46327 F F6 1.46327 G G1 1.36764 G G2 1.17637 H H1 1.36764 H H2 1.17637 I I2 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 H H4 1.43139 I I3 1.43139 I I4 1.43139 G G5 1.46327 H H5 1.46327 I I5 1.46327 I I6 1.46327 I I6 1.46327 J J1 1.36764 J J2 1.17637 K K2 1.36764 J J3 1.43139 J J4 1.43139 J J4 1.43139 J J4 1.43139 J	Building	Unit	Percentage Interest
F F5 1.46327 F F6 1.46327 G G1 1.36764 G G2 1.17637 H	E	E 6	1.46327
F F6 1.46327 G G1 1.36764 G G2 1.17637 H H1 1.36764 H H2 1.17637 I I1 1.17637 I I2 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 H H4 1.43139 I I3 1.43139 I I4 1.43139 I I4 1.43139 I I4 1.46327 G G6 1.46327 H H6 1.46327 I I5 1.46327 I I6 1.46327 J J1 1.36764 J J2 1.17637 K K2 1.36764 L L1 1.17637 K K2 1.36764 J J3 1.43139 J J4 1.43139 J		F5	1.46327
G G1 1.36764 G G2 1.17637 H		F6	1.46327
G G2 1.17637 H H1 1.36764 H H2 1.17637 I I I I 1.17637 I I I I I I I I I I I I I I I I I I I		Gl	1.36764
H H H2 1.17637 I II 1.17637 I II 1.17637 I II 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 H H4 1.43139 I I I I I I I I I I I I I I I I I I I		. G2	1.17637
H H2 1.17637 I II 1.17637 I II 1.17637 I II 1.2 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 I II I		111	1.36764
I II 1.17637 I I2 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 I I3 1.43139 I I4 1.43139 I I4 1.43139 G G5 1.46327 G G6 1.46327 H H H6 1.46327 I I5 1.46327 I I5 1.46327 I I I6 1.46327 I I I6 1.46327 I I I6 1.46327 I I I6 1.46327 I I I I I I I I I I I I I I I I I I I		H.2	1.17637
I I2 1.36764 G G3 1.43139 G G4 1.43139 H H3 1.43139 H H4 1.43139 I I3 1.43139 I I4 1.43139 I I4 1.43139 I I4 1.46327 G G6 1.46327 H H6 1.46327 I I5 1.46327 I I6 1.46327 I I6 1.46327 I I6 1.46327 I I6 1.46327 I I 1.36764 J J2 1.17637 K K2 1.36764 L L2 1.36764 J J3 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140		II	1.17637
G G3 1.43139 G G4 1.43139 H H3 1.43139 H H4 1.43139 I I3 1.43139 I I4 1.43139 G G5 1.46327 G G6 1.46327 H H6 1.46327 I I5 1.46327 I I5 1.46327 I I I6 1.46327 I I I6 1.46327 I I I7637 K K1 1.17637 K K2 1.36764 L L L L L 1.17637 L L J J J J J J J J J J J J J J J J J J		. 12	1.36764
H H3 1.43139 H H4 1.43139 I 13 1.43139 I 14 1.43139 I 14 1.43139 G G G 1.46327 H H H5 1.46327 H H H6 1.46327 I 15 1.46327 I 15 1.46327 J J1 1.36764 J J2 1.17637 K K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140 L L4 1.43140		G3	1.43139
H H4 1.43139 I 13 1.43139 I 14 1.43139 G G5 1.46327 G G6 1.46327 H H5 1.46327 H H6 1.46327 I 15 1.46327 I 16 1.46327 J J1 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140		G4	1.43139
H H4 1.43139 I 13 1.43139 I 14 1.43139 G G5 1.46327 G G6 1.46327 H H5 1.46327 I 15 1.46327 I 15 1.46327 I 16 1.46327 J J J 1 1.36764 J J J 2 1.17637 K K K 1 1.17637 K K K 1 1.17637 K K K 1 1.17637 L L L L 1 1.17637 L L L 1 1.17637 J J J J J J J J J J J J J J J J J J J	Н	н3	1.43139
I I4 1.43139 G G5 1.46327 G G6 1.46327 H H5 1.46327 I I5 1.46327 I I6 1.46327 J J1 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140		H4	1.431.39
I 14 1.43139 G G5 1.46327 G G6 1.46327 H H5 1.46327 H H6 1.46327 I I5 1.46327 I I6 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 L L3 1.43140 L L3 1.43140 L L4 1.43140	I	13	1.43139
G G6 1.46327 H H5 1.46327 H H6 1.46327 I I5 1.46327 I I6 1.46327 J J1 J1 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L3 1.43140 L L4 1.43140		14	. 1.43139
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I 15 1.46327 I 16 1.46327 J J1 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	н	115	1.46327
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J J1 1.36764 J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	I	15	1.46327
J J2 1.17637 K K1 1.17637 K K2 1.36764 L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	I	I6	1.46327
K K1 1.17637 K K2 1.36764 L1 L1 L2 1.36764 J J J J J J J L L L L L L	J	J1	1.36764
K K2 L.36764 L L.17637 L L2 1.36764 J J J J J J J J L L L L L	J	J2	1.17637
L L1 1.17637 L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	к .	ĸl	1.17637
L L2 1.36764 J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	K	К2	1.36764
J J3 1.43139 J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	L	L1	1.17637
J J4 1.43139 K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	L	L2	1.36764
K K3 1.43140 K K4 1.43140 L L3 1.43140 L L4 1.43140	J	J3	1.43139
K K4 1.43140 L L3 1.43140 L L4 1.43140	J	. ј4	1.43139
L L3 1.43140 L L4 1.43140	К	K3	1.43140
L L4 1.43140	К .	K4	1.43140
L L4 1.43140	L	£3	
	L	L4	
	-	₹E	1,46327

EXHIBIT C (Cont.)

Unit

Building

BK14270 29539

Percentage Interest

100.00000

К	к5	1.46327
K	. К6	1.46327
L	L5	1.46327
L	L6	1.46327

TOTAL