

MASTER DEED

OF

87-89 ROSSMORE ROAD CONDOMINIUM

The undersigned Stephen Fleischer, 87-89 Rossmore Road, Jamaica Plain, Massachusetts (hereinafter the "Declarant"), being the current owner of land in Jamaica Plain, Suffolk County, Commonwealth of Massachusetts, described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Mass. General Laws Chapter 183A, and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Massachusetts General Laws Chapter 183A (as may be amended, "Chapter 183A"), and to that end declares and provides the following:

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

87-89 ROSSMORE ROAD CONDOMINIUM

2. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the 87-89 ROSSMORE ROAD CONDOMINIUM TRUST (hereinafter referred to as the Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The name and address of the original Trustee as of the date hereof of the Condominium Trust (hereinafter the "Condominium Trustees") is as follows:

Stephen Fleischer, 87-89 Rossmore Road, Jamaica Plain, Massachusetts

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

Each of the owners of record from time to time shall herein be called a "Unit Owner" or "Owner" and collectively, the "Unit Owners" or "Owners".

3. Description of the Land. The land (hereinafter the "Land") upon which the building and improvements are situated is generally known as 87-89 Rossmore Road, Jamaica Plain, Suffolk County, Massachusetts, and is described in Exhibit A attached hereto and made a part hereof.

4. Description of the Building. There is one building (hereinafter the "Building") on the Land containing three Units as hereinafter defined. The Building is of wood frame construction, with rubber roofing, and a cinder block foundation. It consists of three stories above ground and basement level and a three-car garage.

5. Designation of the Units and Their Boundaries.

(a) The Condominium has three Units (hereinafter, each referred to as a "Unit", and collectively to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, percentage ownership interests, and other descriptive specifications of each Unit are set forth in Exhibit B attached hereto, and are shown on the site and floor plans recorded herewith.

The said floor plan shows the layout, locations, Unit numbers and dimensions of the Units as built, indicates that the Building itself has no name and bears the verified statement of a Registered Professional Engineer, all as required by the provisions of Section 8 of Chapter 183A.

(b) It is the intention hereof to include within each Unit all of the floor and ceiling structure of such Unit's intermediate levels, the boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are to the outermost perimeter and footprint of each of the three Units, and is more particularly described as follows:

(i) Lowermost Floor: The plane of the upper surface of the floor joist beneath the Unit flooring up into each Unit, respectively.

(ii) Uppermost Ceiling: The plane of the lower surface of the ceiling beam down into each Unit respectively.

(iii) Exterior Walls: The plane of the interior surface of the wall studs facing the interior of each of the Units.

(iv) Doors and Windows: The exterior surfaces of all doors and windows and window sash, except that as to door frames and window frames, the interior surfaces thereof. All storm and screen windows and doors, however, whether exterior or interior, shall be the property of the owner of the Unit to which same are attached or attachable and shall be installed, maintained, repaired or replaced at the sole cost and expense of such Unit Owner.

(c) Each Unit excludes the foundation, structural columns, girders, beams, and supports not contained within the Unit boundaries as defined in paragraph 5(b) above, exterior building walls, roofs, exterior window and door frames, driveways, walks, exterior steps, if any, and all conduits, ducts, pipes, flues, wires

and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit but which serve the other Units.

- (d) Each Unit includes the ownership of the structural columns, girders, beams, supports, plumbing, electrical and all utility installations contained therein which exclusively serve the Unit, including the heating and cooling apparatus situated in and exclusively serving the Unit.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, any utility lines and other common facilities, if any, which serve it, but which are located in such other Units.
- (f) Each Unit shall have as appurtenant thereto the right to use the common areas and facilities, as described in paragraph 5 hereof, in common with the owner of other Units in the condominium, except for the exclusive use areas described in paragraph 8 hereof which are reserved for the exclusive use of the Unit to which such exclusive easement areas appertain.
- (g) Each Unit includes the ownership of the heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus which exclusively serves the individual Unit and is located outside such Unit and the owners of each Unit shall have the exclusive right as appurtenant to the Unit, to use the lines, pipes, ducts or any other equipment connecting said heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus serving said Unit.

6. Common Areas and Facilities. Except for the elements constituting each of the Units, described in Paragraph 5 above, the entire premises, including, without limitation, the Land and all parts of the Building and improvements thereon, shall constitute the Common Area and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable;
- (b) The foundation, structural columns, girders, beams and supports, not contained within the boundaries of a Unit as defined in paragraphs 5(b) and 5(c) above;
- (c) The exterior building walls, exterior window and door frames, driveways, walks and exterior steps;
- (d) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located

within any Unit or which, although located within a Unit, serves the other Units, whether alone or in common with the other Units.

- (e) In general any and all apparatus, equipment and installations existing for common use;
- (f) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 9 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 of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of each of the Units, which undivided interest is set forth in Exhibit B attached hereto.
- 8. Exclusive Rights and Easements. If a part of the Common Areas and Facilities contains any mechanical facilities or equipment serving only one Unit, such Unit shall have as an appurtenance thereto the exclusive right and easement to use such part of the common areas for the purposes of such facilities or equipment.
- 9. Common Areas and Facilities.

The following portions of Common Areas and Facilities are hereby designated for the exclusive use of each of the Units as hereinafter described:

- (a) Patios, Front Entry Stoops and Decks: If a patio, front entry stoop and/or Deck is attached to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.
- (b) Steps and Walkways: Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone.
- (c) Each Unit shall have the exclusive right and easement for the use of so much of the land being shown as an "Exclusive Use Area" on the plan recorded with the Master Deed, if any, or delineated herein. Specifically, the porches, storage and parking areas for each respective Unit as designated on the Plans recorded with the Master Deed, all that area between the house and the parking for the first floor unit shall be for the exclusive use of the owners of Unit 1, and the owners of Unit 3 on the third floor shall have exclusive roof rights. Said roof rights shall require

the owners of Unit 3 to be in conformity with all local, state and federal laws and codes and said roof rights shall be restricted from creating an additional habitable dwelling. Not included herein is the rest of the land which shall be for the use of all Unit Owners, except for Parking Space #1.

- (d) The owners of Unit 1 shall have the exclusive right and easement for the use of the rear porch attached to Unit 1 subject to the access to and egress from the common rear stairs by the other Unit Owners, their tenants, licensees, etc.

Unit Owners shall be responsible for the maintenance, replacement and repair of their Unit, and of the Common Area(s) appurtenant to their Unit, including, without limitation, the decks for each Unit. The Board of Trustees' written approval must be obtained prior to any replacement or repair of Common Areas by Unit Owners. If any exclusive use area is not maintained, repaired or replaced to the satisfaction of the Board of Trustees, the Board of Trustees may, in its sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of same to the owner of the Unit to which the exclusive use area is appurtenant. Said assessment shall be a common expense constituting a lien on the Unit until paid. Notwithstanding the above, the Condominium Association shall be responsible for any and all maintenance repairs and replacements of exclusive use areas which are necessary as a result of any casualty.

10. Purpose and Restriction of Use. The purposes for which the Building and the Units are intended to be used are as follows:

- (a) Each Unit shall be used only for residential dwelling purposes. A maximum of four people may reside in a two bedroom Unit, except that this shall not apply to persons who have children after they have commenced occupancy. No more than two unrelated individuals shall reside in any Unit. Exceptions to this policy may be granted by the Board of Trustees.
- (b) The architectural integrity of the Building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

- (c) Any of the Unit Owners may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Building Department of the City of Boston and filed with the Condominium Trustees.
- (d) No Unit Owner shall replace the windows in the Living Room or the Dining Room of their respective Unit with any type of window other than a wooden six-over-one window similar to the window in place as of today's date. No vinyl replacement windows shall be allowed in the Living Room or the Dining Room.
- (e) All leases or rental agreements for Units shall be in writing, and of a minimum duration of at least six (6) months.
- (f) The Units and common facilities shall not be used in any manner that is noxious or offensive or unlawful or which constitutes a nuisance.
- (g) Each Unit shall be entitled to keep on the premises no more than one domestic animal, limited to a cat or a dog no larger than medium size. Notwithstanding, breeds commonly recognized as potentially dangerous, e.g., Doberman, pit bull, etc., shall not be allowed, and excessive noise or soiling of the premises by any pet shall be cause for its removal.

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

- 11. Reserved Rights. Upon at least twenty-four hours advance notice to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to any Unit, the Board of Trustees shall have the right of access to any other Unit, the Common Areas and Facilities thereto, and to the exclusive use areas in order to inspect, maintain, repair or replace the affected area(s) and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.
- 12. Ingress and Egress. The rights of ingress and egress from any Unit shall be perpetual and appurtenant to such Unit and shall not ever be subject to any limitation or restriction whatsoever, except as may otherwise be set forth herein.
- 13. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroach 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 the 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 repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

14. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, 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, tenant, visitor, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of all Units, and (b) duly recorded with the Suffolk County Registry of Deeds, provided, that:
 - (a) No instrument of amendment which alters the dimensions of any Unit or alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been assented to by the mortgagees of record of the Units affected; and
 - (b) No amendment to this Master Deed shall be of any force and effect which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A.
 - (c) 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 or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed; and
 - (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgage.

16. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust or Bylaws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First

Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub- paragraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
- (d) The Unit Owners and the Condominium Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:
 - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public

purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

- (v) use hazard insurance proceeds on account of losses to any of the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.7 (E) of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provision of Chapter 183A all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to Condominium Trustees, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the “Eligible Mortgage Holders” and “Eligible Insurers or Guarantors” as the case may be) will be entitled to timely written notice of:
 - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer of Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trustees;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 17.

- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least sixty-six and two-thirds (66.67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least sixty-six and two-thirds (66.67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interest in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least sixty-six and two-thirds (66.67%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
 - (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least sixty-six and two-thirds (66.67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least sixty-six and two-thirds (66.67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services

deemed necessary or desirable by the Condominium Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, any exceed a term of one (1) year, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on at least thirty (30) days or less written notice.
- (k) The Condominium Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulation of the Condominium. No Unit may be leased or rented for a term of less than six (6) months. Parking in or use of the garage and or leases of such rights shall be restricted to legal residents of the Condominium.
- (m) Except for amendment to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
 - (i) The consent of Owners of Units to which as least sixty-six and two-thirds (66.67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least sixty-six and two-thirds (66.67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of the Owners of Units to which at least sixty-six and two-thirds (66.67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least sixty-six and two-thirds (66.67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

Voting;

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units, if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any Unit;

The interest in Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of a Unit;

Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees or the Condominium Trust a negative response within thirty (30) days of written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Suffolk County Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

17. Severability. The invalidity of enforceability 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 had been included herein.

18. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
19. 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.
20. Chapter 183A of the General Laws of the Commonwealth of Massachusetts to Control. The Master Deed is set forth to comply with the requirements of FHLMC, FNMA and Chapter 183A and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, of FHLMC or of FNMA the provisions of said Chapter shall control.

WITNESS the execution hereof under seal this _____ day of August, 2003.

Stephen Fleischer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August ____, 2003

Then personally appeared the above-named Stephen Fleischer, and acknowledged the foregoing instrument to be his free act and deed, before me

Notary Public
My Commission Expires

File: 03-0106