

MASTER DEED

We, E. Albert Levine of Brookline, Norfolk County, MA and A. Van Rumund of Windsor, Connecticut, Trustees of King Street Realty Trust under a Declaration of Trust dated June 13, 1980, recorded in Norfolk County Registry of Deeds on June 16, 1980 in Book 5744 at Page 512, (herein sometimes referred to as "Declarants"), being the sole owners of certain premises in Franklin, Norfolk County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and prove as follows:

1. The name of the Condominium shall be
Warwick Gardens Condominium

2. The premises which constitute the Condominium comprise the land situated in Franklin, Norfolk County, Massachusetts, together with the buildings and improvements thereon, as shown on the plan entitled "Site Plan of Warwick Gardens Condominium in Franklin, Mass. Owned By E. Albert Levine and A. Van Rumund Trustees of King Street Realty Trust Scale: 1 in. = 40 ft. Dec. 19, 1980 Bianchi Engineering Co., Inc. 37 Exchange Street, Millis, Mass.", consisting of one sheet, bearing the verified statements of a registered land surveyor, (hereinafter referred to as "Site Plan") and the plans entitled "Warwick Gardens Condominium at 127, 139, 151 King Street, Franklin, Mass. - Developmental Resources 50 Church Street, Cambridge, Massachusetts 02138. Telephone 491-3690", dated February 17, 1981, consisting of five sheets, bearing the verified statements of a registered architect that the plans fully and accurately depict the layout, location, unit number, and dimension of the units as built, (hereinafter referred to as "Plans"). Said Site Plan is recorded in Plan Book 287 as Plan No. 217 and said Plans are recorded in Plan Book 287 as Plan No. 218 consisting of five sheets. A description of the land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. The description of the buildings comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which they are constructed is set forth and described in Exhibit B attached hereto and made a part hereof. The location of said buildings are as shown on the Site Plan.

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Vol. 6338 P. 674
Rec 82# 436 of 1984 22 Feb 310

4. The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. The common areas and facilities of the Condominium comprise and will consist of:

5.1 The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

5.2 The yards, lawns, access ways, walkways, sidewalks, driveways, outdoor parking areas, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants; provided, however, that the Units shall have as appurtenant to them the exclusive right and easement to use the outdoor parking space or spaces shown on the Site Plan, as designated in the first deed of the Unit by the Declarants or thereafter acquired by a Unit Owner.

5.3 All areas of the building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

5.3.1 The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between Units and walls between the common areas and the Units;

5.3.2 The building entrances, entrance halls, stair halls, stairways, heating plant room, electrical equipment room, laundry and storage area, and all improvements thereto, equipment and fixtures therein, and other features and facilities thereof;

5.3.3 All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

5.3.4 Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit.

6. The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A,

upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of the Warwick Gardens Condominium Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

The owner(s) of each Unit shall be entitled to park one car in a parking space in common area, such space to be designated by the Declarant, his successors and assigns, as hereinafter provided. The Declarant, his successors and assigns, shall have the right to grant to the owner(s) of each Unit the exclusive right and easement to use, for the purpose of parking cars, the outdoor parking spaces located on the premises described in Exhibit A attached hereto and shown on the Site Plans recorded herewith. The exclusive right and easement to use a parking space shall be appurtenant to the Unit with which it is conveyed, shall run with the land and shall be conveyed by the Unit Owner only together with the Unit to which it appertains, unless it is conveyed to the Condominium Trust or unless the Condominium Trust otherwise consents in writing thereto.

The Trustees of the Condominium Trust shall have the right to grant leases or exclusive rights and easements to use parking spaces to Unit Owners or third parties with respect to any parking spaces conveyed to it.

7. The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto as Sheets 1 through 5 of the Plans.

8., The purposes for which the building and the Units are intended to be used are as follows:

8.1 The building and each of the Units are intended to be used solely for residential dwelling purposes;

8.2 Notwithstanding the provisions of Sections 8.1 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes; and

8.3 Each of the parking spaces is intended to be used for the parking of private passenger vehicles.

9. The restrictions on the use of the Units are as follows:

9.1 No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

9.2 The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

9.3 In order to preserve the architectural integrity of the building and the Units without modification, and without limiting the generality thereof, no balcony, 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 Unit or any part thereof, including existing balconies and decks, no addition to or change or replacement of any exterior light, door, 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; and

9.4 The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions 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.

10. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) per cent or more of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by a majority of the Trustees of the

condominium Trust. An amendment shall become effective when duly recorded with Norfolk County Registry of Deeds, provided, however, that:

10.1 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

10.2 No instrument of amendment affective any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

10.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Exhibit C shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed; and

10.4 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 Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is The Warwick Gardens Condominium Trust under Declaration of Trust dated the same date as this Master Deed and filed and recorded herewith. The original and present Trustees thereof are E. Albert Levine and William S. Levine, both of 1368 Beacon Street, Brookline, MA (hereinafter sometimes referred to as "Trustees"). The Trustees have enacted By-Laws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts.

12. If any portion of the common areas and facilities 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 settling or shifting of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of repair or restoration of the building or of a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building shall stand.

13. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and

other common areas located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the building.

14. If any provision of this Master Deed shall be invalid or shall conflict with said Chapter 183A, as amended, then:

14.1 Such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Master Deed; and

14.2 Such conflict shall be controlled by the provisions of said Chapter 183A, as amended, applicable thereto.

IN WITNESS WHEREOF, we have hereunto affixed our respective hands and seals this 4th day of DECEMBER 1982.

King Street Realty Trust

By: E. Albert Levine
E. Albert Levine, Trustee

By: A. Van Rumund
A. Van Rumund, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK SS

DECEMBER 4, 1982

Then personally appeared the within-named E. Albert Levine, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

JASON S. COHEN
Notary Public
My Commission Expires: OCT. 21, 1983

(SEAL)

Said premises are subject to the following:

1. Mortgage held by Commonwealth Federal Savings and Loan Association, of Lowell, Massachusetts (formerly known as First Federal Savings and Loan Association of Lowell), dated November 22, 1972, and recorded with Norfolk County Registry of Deeds in Book 4889 at Page 470, as more recently modified by Second Mortgage Modification Agreement recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 524.

2. Second mortgage of E. Albert Levine et al, as Trustees of King Street Realty Trust to Obelisk Realty Equities, dated June 16, 1980 and recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 536.

3. Lease Agreement of Automatic Laundry Services Co., Inc., notice of which is recorded in said Norfolk County Registry of Deeds in Book 5174 at Page 187 with extension recorded in Book 5245 at Page 639.

For Declarants' title see deed of Obelisk Realty Equities dated June 13, 1980 and recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 520.

AMENDMENT TO WARWICK GARDENS
CONDOMINIUM MASTER DEED

In accordance with the provisions of Section 10 of the Master Deed of WARWICK GARDENS CONDOMINIUM dated December 4, 1982 and recorded in the Norfolk County Registry of Deeds on December 20, 1982 in Book 6092, Page 365, said Master Deed is hereby amended by changing the names of the Condominium from Warwick Gardens Condominium to Claremont Condominiums.

The Trustees further certify that as of the date of this Amendment no units of said condominium have been sold.

The Trustees confirm and ratify in all other respects the said Master Deed.

IN WITNESS WHEREOF, we have hereunto affixed our respective hands and seals this 14th day of October, 1983.

ASSENTED TO:

Owners of 100% of Interest
in the
WARWICK GARDENS CONDOMINIUM

E. Albert Levine
E. Albert Levine, Trustee of King
Street Realty Trust

A. Van Rumund
A. Van Rumund, Trustee of King
Street Realty Trust

WARWICK GARDENS CONDOMINIUM TRUST

By: E. Albert Levine
E. Albert Levine, Trustee

By: William S. Levine
William S. Levine, Trustee

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

October 14, 1983

Then personally appeared the above-named E. Albert Levine and William S. Levine, Trustees as aforesaid, and E. Albert Levine and A. Van Rumund, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

Jason S. Conroy
Notary Public JASON S. CONROY

My commission expires: OCT. 21, 1983

EXHIBIT A

A certain parcel of land in Franklin, Norfolk County, Massachusetts, being shown on the plan entitled "Plan of Land in Franklin, Mass., dated January 17, 1952" recorded with Norfolk Deeds as Plan No. 267 of 1953, in Book 3154, Page 39 and bounded and described according to said plan as follows:

Beginning at a point on the Westerly side of Summer Street, 16.43 ft. Northerly of a concrete highway bound and at land now or formerly of Lawrence A. & Agnes M. Pollard,

THENCE turning and running on a curved line having a radius of 400 feet, a distance of 16.43 feet to said concrete highway bound on the Westerly side of Summer Street;

THENCE turning and running on a curve having a radius of 1,000 feet, a distance of 288.58 feet to a concrete highway bound said last two courses being by the Westerly side of Summer Street;

THENCE turning and running South $89^{\circ} 48' 1''$ West by land now or formerly of Lawrence D. Howell, 200 feet to a point;

THENCE turning and running South $13^{\circ} 9' 52''$ East by said Howell land 50 feet to a point;

THENCE turning and running South $13^{\circ} 48' 29''$ West by land now or formerly of Richard & Dawn B. Miblock and land now or formerly of Archie W. Howell et ux, and parcel to be deeded to Archie W. Howell et ux by three lines measuring respectively 50.00 feet, 60.00 feet, and 20.00 feet to a point;

THENCE turning and running North $75^{\circ} 11' 31''$ West by said parcel to be deeded to Archie W. Howell et ux 200 feet more or less to a point on the Westerly side of King Street;

THENCE turning and running South $13^{\circ} 48' 29''$ West by said King Street 127.78 feet to a concrete highway bound;

THENCE turning and running South $18^{\circ} 13' 29''$ West by said King Street 418.17 feet more or less to the point of intersection of a parcel shown on a plan entitled "Plan of Land in Franklin, Mass., dated October 7, 1953" by Kenneth E. McIntyre filed as Plan No. 213 of 1963 in Book 4056, Page 250 as "Joseph Grici et ux"

THENCE turning and running on a curved line having a radius of 20 feet, a distance of 20.10 feet;

THENCE turning and running North $39^{\circ} 21' 50''$ West, 172.44 feet by Lot B as shown on said last mentioned plan to a point and land now or formerly of Harriet M. Dyer as shown on said last mentioned plan;

THENCE turning and running North $39^{\circ} 21' 50''$ West by said Dyer land 248 feet to a point;

THENCE continuing in the same course by land now or formerly of Willard, Ethel and Mabel Everett, 355.44 feet to a point on the Southerly side of a "Proposed Street".

THENCE turning and running South 59° 10' 59" West 202.03 feet by said land of Everett to the Northeasterly line of Peck Street;

THENCE turning and running North 39° 21' 50" West by said Peck Street, 40.45 feet to land now or formerly of Bernard and Beatrice Konis;

THENCE turning and running North 59° 10' 50" East by said Konis land, 100 feet to a point;

THENCE turning and running North 35° 26' 21" West by said Konis land, 66.33 feet to a point at land now or formerly of Worcester County Electric Company;

THENCE turning and running North 49° 47' 59" East by said Worcester County Electric Company land, 615.10 feet to land now or formerly of Lawrence A. and Agnes M. Pollard,

THENCE turning and running South 46° 25' 23" East by said Pollard land, 172.77 feet;

THENCE turning and running North 39° 39' 11" East by said Pollard land, 183.80 feet to the Westerly line of Summer Street and the point of beginning.

The above described land is shown on said plan as "area equals eight acres plus 37,984 square feet more or less," the fee and soil in Alden Street, the fee and soil in the street shown as "Proposed Street" and "Clarence A. and Alden T. Mann Jr.," one acre plus 30,683 square feet" on the plan first above mentioned.

WARWICK GARDENS CONDOMINIUM

EXHIBIT B

The buildings comprising the Condominium consist of three (3) attached three-story buildings (the "Buildings").

The Buildings have been divided into a total of eighty-two (82) condominium units ("The Units"). The Buildings are each constructed of pre-cast concrete slab floors and pre-cast concrete ceilings. The exterior walls are concrete block and brick and finished with stucco facing. Interior partitions are metal studs with drywall. The Buildings each have copper, cast iron, and P.V.C. plumbing. The roofs are pitched A-frame with asphalt shingling. The buildings have oil-fired forced hot water baseboard heating. Each Unit has one (1) air conditioner located in the living-room wall.

Legend: L-D = Living Room-Dining Area
 BR = Bedroom
 K = Kitchen
 B = Bath

WARWICK GARDENS CONDOMINIUMEXHIBIT C

Address	Unit No.	Floor	Number and Composition of Rooms	Approx. Area Sq. Ft.	% Interest in the Condo- minium
King Street,	127-101	First	L-D, 2BR, K, B	710	1.15
Franklin, Ma	127-102	First	L-D, 2BR, K, B	720	1.22
	127-103	First	L-D, 2BR, K, B	885	1.22
	127-104	First	L-D, 2BR, K, B	885	1.29
	127-106	First	L-D, 1BR, K, B	570	.94
	127-107	First	L-D, 2BR, K, B	885	1.22
	127-108	First	L-D, 2BR, K, B	885	1.29
	127-109	First	L-D, 2BR, K, B	710	1.15
	127-110	First	L-D, 2BR, K, B	720	1.22
	127-201	Second	L-D, 2BR, K, B	710	1.22
	127-202	Second	L-D, 2BR, K, B	720	1.29
	127-203	Second	L-D, 2BR, K, B	885	1.29
	127-204	Second	L-D, 2BR, K, B	885	1.36
	127-205	Second	L-D, 1BR, K, B	770	1.26
	127-206	Second	L-D, 1BR, K, B	507	1.01
	127-207	Second	L-D, 2BR, K, B	885	1.29
	127-208	Second	L-D, 2BR, K, B	885	1.36
	127-209	Second	L-D, 2BR, K, B	710	1.22
	127-210	Second	L-D, 2BR, K, B	720	1.29
	127-301	Third	L-D, 2BR, K, B	710	1.22
	127-302	Third	L-D, 2BR, K, B	720	1.29
	127-303	Third	L-D, 2BR, K, B	885	1.29
	127-304	Third	L-D, 2BR, K, B	885	1.36
	127-305	Third	L-D, 1BR, K, B	770	1.26
	127-306	Third	L-D, 1BR, K, B	507	1.01
	127-307	Third	L-D, 2BR, K, B	885	1.29
	127-308	Third	L-D, 2BR, K, B	885	1.36
	127-309	Third	L-D, 2BR, K, B	710	1.22
	127-310	Third	L-D, 2BR, K, B	720	1.29

MASTER DEED

We, E. Albert Levine of Brookline, Norfolk County, MA and A. Van Rumund of Windsor, Connecticut, Trustees of King Street Realty Trust under a Declaration of Trust dated June 13, 1980, recorded in Norfolk County Registry of Deeds on June 16, 1980 in Book 5744 at Page 512, (herein sometimes referred to as "Declarants"), being the sole owners of certain premises in Franklin, Norfolk County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and prove as follows:

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5.2 The yards, lawns, access ways, walkways, sidewalks, driveways, outdoor parking areas, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants; provided, however, that the Units shall have as appurtenant to them the exclusive right and easement to use the outdoor parking space or spaces shown on the Site Plan, as designated in the first deed of the Unit by the Declarants or thereafter acquired by a Unit Owner.

5.3 All areas of the building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

5.3.1 The foundations, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between Units and walls between the common areas and the Units;

5.3.2 The building entrances, entrance halls, stair halls, stairways, heating plant room, electrical equipment room, laundry and storage area, and all improvements thereto, equipment and fixtures therein, and other features and facilities thereof;

5.3.3 All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

5.3.4 Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single Unit.

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The owner(s) of each Unit shall be entitled to park one car in a parking space in common area, such space to be designated by the Declarant, his successors and assigns, as hereinafter provided. The Declarant, his successors and assigns, shall have the right to grant to the owner(s) of each Unit the exclusive right and easement to use, for the purpose of parking cars, the outdoor parking spaces located on the premises described in Exhibit A attached hereto and shown on the Site Plans recorded herewith. The exclusive right and easement to use a parking space shall be appurtenant to the Unit with which it is conveyed, shall run with the land and shall be conveyed by the Unit Owner only together with the Unit to which it appertains, unless it is conveyed to the Condominium Trust or unless the Condominium Trust otherwise consents in writing thereto.

The Trustees of the Condominium Trust shall have the right to grant leases or exclusive rights and easements to use parking spaces to Unit Owners or third parties with respect to any parking spaces conveyed to it.

7. The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto as Sheets 1 through 5 of the Plans.

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9.2 The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

9.3 In order to preserve the architectural integrity of the building and the Units without modification, and without limiting the generality thereof, no balcony, 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 Unit or any part thereof, including existing balconies and decks, no addition to or change or replacement of any exterior light, door, 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; and

9.4 The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions 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.

10. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) per cent or more of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by a majority of the Trustees of the

condominium Trust. An amendment shall become effective when duly recorded with Norfolk County Registry of Deeds, provided, however, that:

10.1 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

10.2 No instrument of amendment affective any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

10.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Exhibit C shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed; and

10.4 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 Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is The Warwick Gardens Condominium Trust under Declaration of Trust dated the same date as this Master Deed and filed and recorded herewith. The original and present Trustees thereof are E. Albert Levine and William S. Levine, both of 1368 Beacon Street, Brookline, MA (hereinafter sometimes referred to as "Trustees"). The Trustees have enacted By-Laws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts.

12. If any portion of the common areas and facilities 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 settling or shifting of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of repair or restoration of the building or of a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building shall stand.

13. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and

other common areas located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the building.

14. If any provision of this Master Deed shall be invalid or shall conflict with said Chapter 183A, as amended, then:

14.1 Such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Master Deed; and

14.2 Such conflict shall be controlled by the provisions of said Chapter 183A, as amended, applicable thereto.

IN WITNESS WHEREOF, we have hereunto affixed our respective hands and seals this 4th day of DECEMBER 1982.

King Street Realty Trust

By: E. Albert Levine
E. Albert Levine, Trustee

By: A. Van Rumund
A. Van Rumund, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK SS

DECEMBER 4, 1982

Then personally appeared the within-named E. Albert Levine, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

JASON S. COHEN
Notary Public
My Commission Expires: OCT. 21, 1983

(SEAL)

Said premises are subject to the following:

1. Mortgage held by Commonwealth Federal Savings and Loan Association, of Lowell, Massachusetts (formerly known as First Federal Savings and Loan Association of Lowell), dated November 22, 1972, and recorded with Norfolk County Registry of Deeds in Book 4889 at Page 470, as more recently modified by Second Mortgage Modification Agreement recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 524.

2. Second mortgage of E. Albert Levine et al, as Trustees of King Street Realty Trust to Obelisk Realty Equities, dated June 16, 1980 and recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 536.

3. Lease Agreement of Automatic Laundry Services Co., Inc., notice of which is recorded in said Norfolk County Registry of Deeds in Book 5174 at Page 187 with extension recorded in Book 5245 at Page 639.

For Declarants' title see deed of Obelisk Realty Equities dated June 13, 1980 and recorded in said Norfolk County Registry of Deeds in Book 5744 at Page 520.