

the Condominium, the Units of the Condominium shall be only those included within the Building of Phase I as shown on the Condominium Plan recorded herewith. Phase I of the Condominium consists of two (2) Buildings containing twelve (12) units, said Buildings and Units being designated as set forth in Exhibit B annexed hereto and made a part hereof.

There are two buildings located on the land known as Phase I of Elizabeth Court of Plainville Massachusetts Townhouse Condominium which condominium will contain 12 residential Units. The buildings are two-story Townhouses with basements. The buildings are of wood construction with a wood frame, poured concrete foundation and an asphalt shingle roof.

3. Description of Units and Their Boundaries. The designation of each Unit in Phase I, a statement of its location, approximate area, number of rooms and immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibits B and C annexed hereto and made a part hereof. The lay-out of each Unit in Phase I and location of the rooms therein are as shown on the plans recorded herewith and entitled: "Elizabeth Court of Plainville, Massachusetts Townhouse Condominium Phase I, and proposed Future Phases Owned By: William I. Young, III Scale: as shown December 27, 1982 Rim Engineering Co., Inc. 150 North Main Street, Mansfield, MA."

Included within each Unit are the windows, doors and inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each Unit shall have the right and easement of encroachment over the Common Areas and Facilities. There is appurtenant to each Unit:

i) the exclusive right and easement to use the stoop adjacent to the main entrance of the Unit.

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

i) Floors: the upper surface of the subflooring, the upper surfaces of the concrete floor slab;

ii) Ceilings: the plane of the lower surface of the roof rafters at the ceiling joists of the ceiling constituting the upper most-level of Unit. ;

iii) Interior Building Walls Between Units: the plane of the surface facing such Unit of the wall studs or, where applicable, the surface of the concrete wall;

iv) Exterior Building Walls: the plane of the interior surface of the wall studs, or where applicable, the interior surface of the concrete wall.

4. Description of the Common Areas and Facilities hereinafter "Common "Elements"). The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C.

Until the amendment or amendments to the Master Deed creating the subsequent Phase or Phases of the Condominium, the Common Elements of the Condominium shall consist of the entire property constituting Phase I as shown on the Condominium Plan including all parts of the buildings and improvements thereon other than the Units; until such amendment or amendments, the land and buildings constituting the subsequent Phases shown on the Condominium Plan, are specifically excluded from the Common Elements. If the Master Deed is not so amended to create a subsequent

Phase by the dates set forth in paragraph 8 hereof, then on that date the land with the buildings thereon shown on the Condominium Plan within the succeeding Phase or Phases which have not been created by said amendment to this Master Deed shall be and be deemed to be removed from the provisions of said Chapter 183A; and the interest therein, if any, of the Unit Owners shall thereupon terminate and shall revert in the Grantor or its successors or assigns. If the Master Deed, having been amended to create a subsequent Phase or Phases hereof is not further amended to create the succeeding Phase by the date set forth in said paragraph 8, then on that date the land with the buildings thereon shown on the Condominium Plan within the succeeding Phase or Phases which have not been created by said amendment to this Master Deed shall be and be deemed to be removed from the provisions of said Chapter 183A; and the interest therein, if any, of the Unit Owners, shall thereupon terminate and shall revert in the Grantor or its successors or assigns. Each Unit Owner by acceptance of the deed to his Unit, his successors, heirs and assigns and any mortgagee or lien holder thereof shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Grantor and its successors in title to the land shown on Phase II through Phase VIII on The Condominium Plan as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to remove said land within any such succeeding Phase which has not previously been created from the provisions of said Chapter 183A in accordance with the requirements of Section 19 thereof, and to invest title thereto in the Grantor, and does further agree for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

The Common Elements will include, without limitation, the following:

(a) The exterior stairways and stoops together with any steps and walks leading thereto.

(b) Those portions of the buildings not included within the boundaries of the Units contained herein (except the windows, doors and certain portions of window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs and gutters, drainage downsports and other elements attached to said Buildings but not included within the Units.

(c) All conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, air, gas and all sewer and drainage pipes, septic tanks and sewer disposal systems owned by the Grantor located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained; as to sewage and utility conduits, lines, pipes and wires situated on the premises but not owned by the Grantor, the right and easement to use the same shall be included as part of the Common Elements.

(d) The land, lawns, gardens, roads (specifically excluding from the Common Elements the area labeled on the plan as driveway easement, the fee to which is to be retained by the grantor), walks, pathways, parking and other improved areas not within the Units, all of the aforesaid as may be included within Phase I of the Condominium or such additional Phases of the Condominium as are created by amendment to this Master Deed as hereinbefore stated.

(e) All other items, other than the Units, listed as common areas and facilities in Massachusetts General Laws, Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions of the By-Laws of the Elizabeth Court of Plainville Massachusetts Townhouse Condominium Trust which shall be the Condominium Association of Owners and the rules and regulations promulgated pursuant thereto with respect to the use thereof, to assignment of certain Common Elements to particular Unit Owners and to payments which may be required therefor.

5. Floor Plans: Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the building in Phase I, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the buildings, and bearing the verified statement of a Registered Engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. Floor plans with respect to Units in buildings in subsequent Phases of the Condominium will be recorded with the amendments to this Master Deed creating such phases.

6. Use of the Units.

(a) The buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the owner thereof or his permitted lessees and the members of their immediate families provided that the Grantor may until all of such Units have been sold by said Grantor use any Units owned by the Grantor as rental offices, as models for display and for similar purposes related to the sale or leasing of Units.

(b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural

change, addition, 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 (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames 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, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Association of Owners and any and all rules and regulations promulgated pursuant to the foregoing.

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

7. Name of Condominium. The Condominium is to be known as Elizabeth Court of Plainville Massachusetts Townhouse Condominium Trust which has been formed and through which the Unit Owners will manage and

regulate the Condominium. The Trust has enacted By-Laws pursuant to said Chapter 183A. The names of the original Trustees are:

WILLIAM I. YOUNG, III

and

WILLIAM I. YOUNG, JR.

8. Amendment of Master Deed. This Master Deed may be amended by the vote of at least 67% in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by 67% in common interest of all Unit Owners, unless a larger percentage is required by law, provided, however, that without the consent of any Unit Owner (a) the Grantor, or his successors in title to the land shown as Phase II on the Condominium Plan, may at any time prior to December 30, 1983 amend this Master Deed so as to create said Phase II, and (b) if said Phase II is so created the Grantor or his successors in title to the land shown as Phase III on said Plan, may at any time prior to December 30, 1984 amend this Master Deed so as to create Phase III; and (c) if said Phase III is so created, the Grantor or his successors in title, to the land shown as Phase IV on said Plan, may at any time prior to December 30, 1985 amend this Master Deed so as to create said Phase IV, and (d) if said Phase IV is so created, the Grantor or his successors in title to the land shown as Phase V on said Plan, may at any time prior to December 30, 1986 amend this Master Deed so as to create said Phase V, and (e) if said Phase V is so created, the Grantor or his successors in title to the land shown as Phase VI on said plan, may at any time prior to December 30, 1987, amend this Master Deed so as to create said Phase VI, and (f) if said Phase VI is so created

the Grantor or its successors in title to the land shown as Phase VII on said Plan, may at any time prior to December 30, 1988 amend this Master Deed so as to create Phase VII; and (g) if said Phase VII is so created the Grantor or his successors in title, to the land shown as Phase VIII on said Plan, may at any time prior to December 30, 1989 amend this Master Deed so as to create said Phase VIII. Any such amendment shall contain with respect to Phase II through Phase VIII referred to therein all the particulars required by said Chapter 183A and from and after the recording of such amendment or amendments, the Condominium shall include the Units and Common Elements included in Phases II through VIII as applicable, and provided, further that the Grantor or its successors in title to said Phases II through VIII as applicable, shall have the right, prior to the execution and recording of the amendment creating each such phase, to change the number, size, layout, location and percentage interest in the Common Elements set forth in this Master Deed or in any amendment thereto with respect to Units in a Phase or Phases which have not been created by amendments to this Master Deed, but no such amendment or change shall effect the aggregate percentage interest of any Phase created of record by this Master Deed or on any amendment thereto. The designation of each Unit in Phases II through VIII, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the amendments creating said Phases. No amendment to this Master Deed shall be effective until it is recorded with Norfolk County Registry of Deeds.

Grantor hereby specifically reserves for itself and its successors and assigns in title to the property shown on the Condominium Plan for so long as it has an ownership interest therein easements and the right to grant easements for utilities, parking, roadways, driveways, walkways and any other purposes for which easements may be granted provided said easements serve the existing condominium phase or phases and/or any phases created subsequent hereto as provided for herein and are so created within the time or times provided for herein and further provided that the development of said easements be for residential purposes only and each Unit Owner, by acceptance of the deed to his Unit, his successors, heirs and assigns and any mortgagee or lien holder thereof, shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Grantor and its successors in title to the land shown on the Condominium Plan as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements and does further agree to for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

Grantor further reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium, as set forth above, and may, in its discretion record a statement to said effect with Norfolk County Registry of Deeds, and upon the recording of said instrument, the right hereinbefore reserve to create subsequent Phases shall thereby terminate upon the date of said recording.

9. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements set forth in Exhibit C have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

10. Encroachments. If any Unit now or hereafter encroaches upon any other Unit or upon a portion of the Common Elements or if any portion of the Common Elements now or hereafter encroaches upon any Unit as a result of the settling or construction of a building, or a Unit therein, or the alteration or repair of the Common Elements or a building or a Unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building and/or the Unit exists.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements 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, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Trustees shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

12. Acquisition of Units by Elizabeth Court Of Plainville, Massachusetts Townhouse Condominium Trust. In the event that (a) any Unit Owner shall convey his Unit to the Trust, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the

interest of such Unit Owner in any other Units acquired by the Trust or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Trust shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (c) the Trust shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests shall be acquired and held by the Trust on behalf of all Unit Owners. The lease covering any Unit leased by the Trust, shall be held by the Trust, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Units Subject to Master Deed, Unit Deed, Elizabeth Court of Plainville Massachusetts Townhouse Condominium Trust, its Rules and Regulations and By-Laws. All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Trust and the rules and regulations, as they may be adopted from time to time. The acceptance of a deed or a mortgage deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Trust, and the rules and regulations, as they may be adopted from time to time, are accepted and ratified by such owner, and that 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

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

15. 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.

16. 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.

17. Definitions. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. The grantor intends that the provisions of this Master Deed shall 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.

19. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

20. Notwithstanding anything herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgage covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Grantor to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Grantor to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by the Grantor to the Trustees of Elizabeth Court of Plainville Massachusetts Townhouse Condominium Trust at such time as the Grantor no longer holds or controls title to any Unit.

WITNESS our hands and seal this 10th day of FEBRUARY, 1983.


William J. Young III Trustee

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS

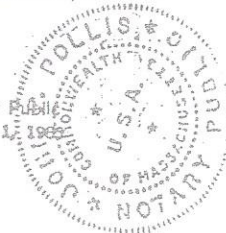
FEBRUARY 10, 1983

Then personally appeared the above named William J. Young III
and acknowledged the foregoing instrument to be his free act and deed
before me,


Notary Public
My commission expires:

JOHN P. POLLIS, Notary Public
My commission expires Nov. 1, 1985

JOHN P. POLLIS, Notary Public
My commission expires Nov. 1, 1985



Rim Engineering Company

Registered Professional Engineers - Surveyors

150 NORTH MAIN STREET

MANSFIELD, MASSACHUSETTS 02048 TELEPHONE 617-339-3731

SURVEYS
TOPOGRAPHIES
RESIDENTIAL AND
INDUSTRIAL SUBDIVISIONS

SUBSURFACE SEWAGE
DISPOSAL SYSTEMS
LAND COURT SURVEYS

EXHIBIT "A"

A parcel of land located between Messinger and East Bacon Sts. in Plainville, MA bounded and described as follows:

Beginning at a point on the southerly sideline of East Bacon St., said point being the northeast corner of the herein described parcel; thence running S08-14-05E 442.86 ft. by land of Plainville Condominium Inc.; thence running N81-45-55E 140.00 ft. by land of Plainville Condominium Inc.; thence running N08-14-05W 292.86 ft. by land of Plainville Condominium Inc.; thence running N81-45-55E 150.00 ft. by land of James F. and Lisabeth A. Willy; thence running S08-14-05E 65.00 ft. by land of Roger S. and Mary M. Bowker; thence running N81-45-55E 437.50 ft. by lands of Roger S. and Mary M. Bowker, Stanley Widak, Jr., Joseph B. Granney and Michael J. Porazzo; thence running S29-50-25E 280.00 ft. by lands of Nabil and Phoebe Hanna, William V. Klessewetter and Leslie B. Strauss; thence running S40-24-17W 48.64 ft. by land of Nabil and Phoebe S. Hanna; thence running N49-35-15W 170.62 ft. by land of George K. Johnson; thence running S40-24-45W 190.00 ft. by land of Johnson; thence running S50-04-16E 345.37 ft. by land of Johnson to the northerly sideline of S50-04-16E 345.37 ft. by land of Johnson to the northerly sideline of Messinger St.; thence running clockwise 142.99 ft. at a radius of 700.00 ft. to a stone bound; thence running S68-53-45W 138.91 ft. by Messinger St.; thence running N14-07-00W 19.28 ft. by land of Eugene F. and Sophie A. Gucwa; thence running S77-24-07W 48.31 ft. by land of Gucwa; thence running S02-12-00E 27.78 ft. by land of Gucwa; thence running S68-53-45W 16.44 ft. by the northerly sideline of Messinger St. to a granite bound; thence running S81-21-36W 109.88 ft. by land of Gucwa and by land of Gordon A. Bielecki to a drill hole in a stone wall; thence running S81-23-14W 98.34 ft. by a stone wall and the land of Bielecki to a drill hole in the wall; thence running S19-11-40E 82.19 ft. by a stone wall and the land of Bielecki to a drill hole in the wall; thence running S30-16-39W 23.05 ft. by a stone wall and the land of Bielecki to a drill hole in the wall; thence running S26-56-33W 38.68 ft. by a stone wall and the land of Bielecki; thence running N56-21-19W 644.93 ft. by land of Stanley and Statia Widak;