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SUFFOLK REGISTRY OF DEEDS
REC'D ENTD & EXAM. ATTEST

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Paul R. Tierney

BOOK 13455 PG 019

490

MASTER DEED
OF
45-47 MONTFERN CONDOMINIUM

REGISTER Thomas F. Donovan and Robert P. Owren, Trustees of Montfern Trust, under Declaration of Trust dated November 8, 1984, and recorded with Suffolk County Registry of Deeds, Book 11250, Page 94 (hereinafter referred to as "Grantor"), being the sole owners of the land together with the buildings thereon, located at 45-47 Montfern Avenue, Boston (Brighton), Massachusetts, and being more particularly described in Paragraphs (2) and (3) below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, ("Chapter 183A") and do hereby state that they propose to create, and do hereby create, with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, Grantor declares and provides the following:

(1) Name. The name of the condominium shall be the 45-47 Montfern Condominium.

(2) Description of Land. The Premises which constitute the condominium (the "Condominium") consist of the land together with buildings and improvements thereon, located at 45-47 Montfern Avenue, Boston (Brighton), Massachusetts and being more particularly bounded and described in Exhibit A annexed hereto and incorporated herein, which land, buildings, and improvements 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) Description of Buildings. The description of the building comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and incorporated herein.

(4) Description of Units.

(A) 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 incorporated herein. The proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

RETURN TO:
ROBERT P. OWREN
771 FERRY ST.
MARSHFIELD, MA. 02050

(B) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(C) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards, garages, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities).

(D) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Paragraph (5) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

(E) The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the porch (if any) to which their Unit has direct access, and to use the storage areas, to the extent such right is granted to them by the Grantor in the Unit Deed.

(F) The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform.

(G) The Grantor and their successors and assigns hereby retains the exclusive right and easement to use the parking spaces on the Premises, and may, at their discretion at any time from time to time, retain, sell, lease, or grant exclusive rights to said parking spaces.

(H) Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

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

(i) Floors: The plane of the upper surface of the floor joists;

(ii) Ceilings: The plane of the lower surface of the ceiling joists;

(iii) Interior Walls: The plane of the interior surface of the wall studs, or in the case of walls without

studs, the plane of the interior surface of furring strips;

(iv) Exterior Walls: The plane of the interior surface of the furring strips;

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

(5) Description of Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

(A) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building not included in any Unit by virtue of Paragraph 4 above, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, porches, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes, the furnace room, storage areas, stairways, utility areas, and other facilities in such hallways;

(iii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, master television antennae, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iii) which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(v) All land areas, lawns, landscaping, and facilities, and other improved or unimproved areas on land and not within any Unit;

(vi) Such additional common areas and facilities as may be defined in Chapter 183A.

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. All exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which said rights are appurtenant and shall not be severable from such Unit.

The Trustees of the Condominium Trust, in their sole and absolute discretion, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph 9 hereof and by the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A as amended.

(6) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of the Building, setting forth the Units within the Building comprising the Condominium, and depicting the unit numbers, layout, location within each building, and dimensions, main entrance and immediate common areas to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built are recorded with and made a part of this Master Deed.

Said plans are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit D.

(7) Statement of Purposes. The purposes for which the building and the Units and other facilities therein, are intended to be used are as follows:

(A) All Units shall be used for residential purposes.

(B) The use of the porches by the owners or occupants of the respective Units to which they may be appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, and the Condominium Law, and all zoning, safety, building, and other applicable laws, ordinances, and regulations. The Trustees of the Condominium Trust and their agents, servants, and contributors, may have access to and use said porches for purposes of maintenance, repair, upkeep, or inspection of said areas or

other portions of the Buildings or Common Areas, and the Trustees of the Condominium Trust and any Unit Owner may have access to and use of the porches at any time, without notice, in the event of emergency.

(C) The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

(i) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;

(ii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;

(iii) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Paragraph (7) and Paragraph (8), the Condominium Trust, and the Rules and Regulations of the Condominium (if any said Rules and Regulations have been promulgated by the Trustees of the Condominium Trust) and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations of the Condominium (which are an exhibit to the Condominium Trust recorded herewith), shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (7) and (8) of the Master Deed;

(iv) No outside occupants shall keep, house, or harbor any pets or animals in a Unit unless authorized pursuant to the Rules and Regulations of the Condominium Trust;

(v) The provisions of the within Paragraph (C)(iii) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(D) Notwithstanding the provisions contained in Paragraphs (7) and (8) hereof, the Grantor, or any successor to its interest in the Condominium, hereby reserves the right, until all of the Units have been sold by Grantor or such successor, to

(a) let or lease any Units owned by the Grantor;

(b) use any Units owned by the Grantor as models for display for purposes of selling or leasing the Units or for other lawful purposes;

(E) Use of the Building and Common Areas may also be restricted under provisions of the Condominium Trust and "Rules and Regulations" promulgated pursuant thereto and recorded herewith.

(8) Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purpose not specified in Paragraph (7) above;

(B) 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 said Unit, subject to the provisions of Sections 7 and 8 hereof, and may modify, remove and install non-bearing walls lying wholly within said 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 expeditiously 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 45-47 Montfern Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(C) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, except as provided herein, no 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 the Building, any Unit, or any part thereof. This Paragraph (C) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii) the Condominium Trust and the rules and regulations promulgated thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law shall 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 or her Unit ownership.

(9) Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and regulate the Condominium established hereby is the 45-47 Montfern Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest

in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The names and addresses of the original and present trustees (the "Trustee" or "Trustees") of the Condominium Trust are as follows:

Thomas F. Donovan, 151 Longwood Avenue,
Brookline, Massachusetts

The Trustee has enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term "Trustee" or "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustee and to mean the trustees or trustee for the time being under the Condominium Trust.)

(10) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75% or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

(A) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

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

(C) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled 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;

(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 assented to by the holder of such mortgage;

(E) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(F) No instrument of amendment which alters this Master Deed in any way which would materially adversely affect holders of mortgages on Units shall be effective without the approval of all holders of first mortgages of record on Units.

(G) No instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect unless Grantor or its successors or assigns executes the instrument of amendment.

(H) The beneficial interest of each unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

(I) Notwithstanding anything herein contained to the contrary, Grantor reserves the right and power to record a special amendment ("Special Amendment") to the Master Deed or the Declaration of Trust at any time and from time to time which amends the Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring the Master Deed or the Declaration of Trust into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in the Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Grantor to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, 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 Grantor to act pursuant to rights reserved or granted under this section shall terminate at such time as the Grantor no longer holds or controls title to a Unit.

(11) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

(A) All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Land as set forth in Paragraph 2 hereof, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of 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, and (b) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

(12) Pipes, Wires, 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, master television antennae, wires, ducts, cables, conduits, public utility lines, and other Common Elements 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, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in all such buildings.

(13) Encroachments. If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches 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 building 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 any of the building or of a Unit after damage by fire, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachments and for the maintenance of the same so long as such building shall stand.

(14) Additional Covenants for the Benefit of Holders of Bona Fide First Mortgages. Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Grantor intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention:

(a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;

(b) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(c) A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the Grantor, developer, or builder) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium;

(ii) Change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

(e) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and or Common Elements;

(f) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may 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 contribution to such fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first Unit. 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 Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(g) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "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 mortgage holder or 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 holder or eligible insurer or 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 Trust;

(iv) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 14.

(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 holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible 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 holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible holder mortgages;

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least sixty-seven (67%) percent of the votes of such remaining Units subject to eligible holder mortgages;

(iv) When professional management has been previously required by any 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-seven (67%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages;

(i) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice;

(j) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, 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;

(k) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request;

(l) Except for amendments 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 at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible 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-seven (67%) percent of the votes in the Condominium Trust are allocated (except for subparagraphs e, g, h, i, and j, as to which consent of one hundred (100%) percent of the votes in the Condominium Trust shall be required) and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the vote of Units subject to eligible 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:

a. Voting;

b. Assessments, assessment liens or subordination of such liens;

c. Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);

d. Insurance or Fidelity Bonds;

e. Rights to use common areas;

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

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

h. Boundaries of any Unit;

i. The interests in the common areas;

j. Convertibility of Units into common areas or of common areas into Units;

k. Leasing of unit estates;

l. 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;

m. 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 mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a 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 Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 6.4 of the Condominium Trust.

(15) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein;

(C) In the event of any conflict between the preceding Paragraph 14 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 14 shall control.

(16) 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.

(17) 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.

(18) Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings here unless the context otherwise requires.

BOOK 13455 PG 034

Executed as a sealed instrument on this 3rd day of March, 1987.

Thomas F. Donovan, Trustee
aforesaid

Robert P. Owren, Trustee
aforesaid

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. March 3, 1987

Then pesonally appeared before me the above-named Thomas F. Donovan and Robert P. Owren, and each acknowledged the execution of the foregoing instrument to be his free act and deed.

, Notary Public

My Commission Expires: 1/22/93

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of $ 160.00 has been paid with respect to the 3 units of the condominium described in the master deed/note in the consolidation contained on this condominium plan/note of the subdivision contained in the condominium plan.

AST Collector-Treasurer

EXHIBIT A

the land in that part of Boston, called Brighton, situated on the Southeasterly side of Montfern Avenue and comprising Lot numbered 5 on "Plan of land in Brighton, W.A. Mason & Sons Surveyors, dated Sept. 25th 1907", and being a subdivision of Lots 6 to 15 on Plan of Sidney McLean, Surveyor, dated April 14th 1905, which Mason & Sons plan is recorded in Suffolk Registry of Deeds. Said parcel is bound and described as follows:

Northwesterly by Montfern Avenue, forty-four and 50/100 (44.50) feet;

Northeasterly by Lot numbered 4 on said plan of Mason & Sons; eighty (80) feet;

Southeasterly by land now or formerly of Mooney, forty-four and 50/100 (44.50) feet;

Southwesterly by Lot numbered 6 on said plan of Mason & Sons, eighty (80) feet.

Containing 3560 square feet of land according to said plan. Said premises are conveyed subject to restrictions of record so far as in force and applicable.

Said Premises are subject to and with the benefit of the following:

(a) The provisions of the M.G.L. Chapter 183A, the within Master Deed, the Condominium Trust, and the rules and regulations promulgated thereunder.

(b) Provisions of existing building and zoning laws;

(c) Such taxes for the then current year as are not due and payable;

(d) Any liens for municipal betterments;

(e) All rights, easements and encumbrances referred to in the Master Deed, Condominium Trust, and the rules and regulations promulgated thereunder, and all easements, covenants, and restrictions of record;

EXHIBIT B

The Condominium is comprised of one (1) three (3) story building of wood frame construction. The building contains a total of three (3) condominium units.

EXHIBIT C

UNIT NO.	AREA (SQ. FT.)	PERCENTAGE INTEREST	NO. OF* ROOMS	ACCESSIBLE COMMON AREAS
1	1024	33%	5	Front entrance
2	1010	33%	5	Stairways
3	1010	34%	5	Stairways

*Not including bathrooms

EXHIBIT D

Plans

The floor plans of the building comprising the Condominium and the units therein, together showing the layout of the Buildings, setting forth the Units within the Building and depicting the unit numbers, layout, location with the building, and dimensions, main entrance and immediate common areas to which each Unit has access, all "as built," and bearing the verified statement of Susan Sills Registered Professional Engineer, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built consists of four (4) sheets attached hereto and entitled "45-47 Montfern Condominium."

CPC.3119