FIRST AMENDMENT OF MASTER DEED OF 125 PLEASANT STREET CONDOMINIUM

Arlington, Massachusetts

The undersigned, being the record owners of all of the Units of the 125 PLEASANT STREET CONDOMINIUM, a condominium created in accordance with and subject to Chapter 183A, General Laws, as amended, by Master Deed dated October 4, 1980, recorded with Middlesex South District Registry of Deeds on October 7, 1980, in Book 14091, Page 1, hereby amend said Master Deed in the following particulars:

1. Paragraph 7 entitled "Use of Units," section (a), is hereby struck in its entirety and the following inserted in place thereof:

"(a) Each of the Units is intended only for residential purposes and no use may be made of any Unit except as a residence for the owner thereof or his permitted lessee; provided that the Grantor may, until all of said Units have been sold by said Grantor, use any Unit owned by the Grantor as models for display, and for similar purposes related to the sale of the Units. The maximum residential occupancy of each Unit shall be two (2) persons."

2. Paragraph 8 entitled "Amendment of Master Deed" is hereby amended by adding at the end thereof, the following two new paragraphs:

"No amendment to this Master Deed shall be effective until it is recorded with the Middlesex South District Registry of Deeds and in no event shall any instrument of amendment which alters the dimensions of any Unit or alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities be of any force or effect unless the same has been assented to by the mortgagees of record of the Units affected.

No amendment to this Master Deed which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect."

3. Following Paragraph 14 on page 11 of the Master Deed insert the following new numbered paragraphs:

"15. Parking Spaces.

Recorded herewith is a plan entitled "Parking Plan - 125 Pleasant Street Condominium," dated February 20, 1981, drawn by Selwin & Kirwin Assoc., R.L.S. upon which there are shown thirty-one (31) parking spaces numbered 1 through 31, inclusive, upon the Premises. Grantor hereby reserves the right to convey an exclusive license and easement to the use of one or more of said parking spaces, appurtenant to each Unit conveyed by Grantor, which appurtenant right shall not thereafter be separated from the Unit to which it appertains, and said right to use the designated parking space shall be deemed to be conveyed and encumbered with the Unit thereafter even though such interest is not expressly mentioned or described in the conveyance or other

instrument. Any parking space(s) not conveyed by Grantor following the conveyance of all of the Units shall be under the control of the Board of Managers. The use of the parking spaces shall be subject to the applicable Rules and Regulations of the 125 Pleasant Street Condominium Association, Article XIV, as the same may be amended from time to time.

16. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the By-Laws of the 125 Pleasant Street Condominium Association to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) With regard to the right of first refusal set forth in Pagraph 14 above, in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be

exempt from such right of first refusal as set forth in Paragraph 14 above.

(c) Any first Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) The Unit Owners and the Board of Managers shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities.

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting

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

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Article VI, Section 7 of the By-Laws of the Condominium Association and the By-Laws which contain provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(f) In no event shall any provisions of this Master Deed or the By-Laws of the 125 Pleasant Street Condominium Association give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities;

(g) A First Mortgagee, upon request made to the Board of Managers of the Condominium Association, shall be entitled to:

(i) written notification from the Board of Managers of the Condominium Association of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Association which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Association at all reasonable times;

(iii) receive an audited annual financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association;

(iv) receive written notice of all meetings of the Condominium Association, and be permitted to designate a representative to attend all such meetings; and

(v) receive prompt written notification from the Board of Managers of the Condominium Association of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

(h) No agreement for professional management of the Condominium or any other contract with Grantor may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice."

The Grantor intends that the provisions of this paragraph 16 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 16 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly filed with the Middlesex South District Registry of Deeds in accordance with the requirements of the second paragraph of Paragraph 8 above.

4. Amend the Master Deed by renumbering Paragraphs Nos. 15 through 19, inclusive, as Paragraph Nos. 17 through 21, inclusive.

5. Strike Exhibit B entitled "125 Pleasant Street Condominium, Exhibit B" and insert in place thereof the new Exhibit B annexed hereto.

6. Amend Article VI, Section 9(a) of the By-Laws of the 125 Pleasant Street Condominium by striking said Section 9(a) in its entirety and insert in place thereof the following:

"(a) Units shall be used exclusively for residential use as set forth in Paragraph 7 of the Master Deed and no office or commercial use shall be permitted within any Unit other than the necessary record-keeping of the Board of Managers and the right in the Grantor, as set forth in said Paragraph 7(a), to use a Unit as a model and sales office."

Except as herein amended, the aforesaid Master Deed is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of this 20th day of February, 1981.

Walter J. Davidson, Trustee

Evelyn M. Davidson, Trustee

Walter J. Davidson, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. February 20, 1981

Then personally appeared the above-named WALTER J. DAVIDSON, JR., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

Theodore L. Tillotson, Notary Public

My Commission Expires:
November 26, 1982

125 PLEASANT STREET CONDOMINIUM

EXHIBIT B

UNIT NUMBER	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
1	.02924
2	.04177
4	.04117
101	.03341
102	.02744
103	.02744
104	.03401
105	.04714
106	.04714
201	.03401
202	.02804
203	.02804
204	.03460
205	.04774
206	.04774
301	.03460
302	.02864
303	.02864
304	.03520
305	.04833
306	.04833
401	.03520
402	.02924
403	.02924
404	.03579
405	.04893
406	.04893