

ALLOWED
[Signature]
Justice

BOTH WAYS

MASTER DEED

OF

BRITNEY PLACE CONDOMINIUM



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This MASTER DEED OF BRITNEY PLACE CONDOMINIUM is made this 1st day of June, 2007.

Witnesseth that THT DEVELOPMENT, LLC, a Massachusetts Limited Liability Company, with a principal place of business at 7 Ramsdell Way, Lynnfield, Essex County, Massachusetts (hereafter sometimes referred to as the "Declarant", which term shall be deemed to include the Declarant's successors and assigns) being the owner of the land situated at 120 Wyllis Avenue, Everett, Middlesex County, Massachusetts, and being more particularly described in Section 2(a) hereof, intending to establish thereon a condominium as hereafter described in this Master Deed, by duly executing and recording this Master Deed does hereby subject the land more fully described in Section 2 hereof to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and does hereby create a condominium established by this Master Deed, to be governed by and subject to the provisions of said Chapter 183A, and to that end, hereby declares and provides the following:

1. Name. The name of the Condominium shall be BRITNEY PLACE CONDOMINIUM.

2. Description of Land.

(a) The premises which will constitute the condominium consist of those certain parcels of land, together with the buildings and improvements thereon situated in Everett, Middlesex County, Massachusetts, with an address of 120 Wyllis Avenue more particularly described as follows:

That certain tract of land with all the buildings and improvements thereon, situated in Everett, Middlesex County, Massachusetts and being bounded and described as follows:

Registered Land - Parcel 1

That certain parcel of land with the buildings thereon situated in Everett, in the County of Middlesex, Commonwealth of Massachusetts, described as follows:

233517

2346151

New Address: 120 Wyllis Avenue, Everett, MA
(F/k/A 112-114 Wyllis Avenue, Everett MA
128 Wyllis Avenue, Everett, MA)

- NORTHERLY by Wyllis Avenue, one hundred and fifty-six feet; ?
- EASTERLY by land now or formerly of Claire V. Russell and by the end of Wolcott Road, two hundred eighty-six and 32/100 feet; ✓
- SOUTHERLY by land now or formerly of Concord Holding Corp., one hundred eighty-four and 38/100 feet; ✓
- SOUTHWESTERLY by land now or formerly of Boston and Maine Railroad, ninety-eight and 95/100 feet; ?
- NORTHEASTERLY by lot 8 as shown on plan hereinafter mentioned, ninety-six and 87/100 feet; and
- WESTERLY by said lot 8 and by lot 10 on said plan, two hundred fifty-three and 92/100 feet. ?

Land Reg

Said parcel is shown as Lot 7 on said plan (Plan No. 22924D). ✓

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 959, Page 61, with Certificate 165911.

That part of the above described land which was formerly part lot 4 as shown on plan filed in Registration Book 524, Page 5, is subject to restrictions, in so far as applicable, set forth in Certificate No. 70477.

That part of the above described land which was formerly part lot 4 as shown on plan filed in Registration Book 524, Page 5, is subject to provisions of an instrument signed by the American Radiator Company, dated Dec. 18, 1916, duly recorded in Book 4132, Page 331, existing at date of original decree (January 28, 1928).

Parcel II:

A certain parcel of land situate in Everett in the County of Middlesex and said Commonwealth, described as follows:

- NORTHERLY by Wyllis Avenue, one hundred seventy-six and 07/100 feet;

EASTERLY two hundred three and 92/100 feet;

SOUTHERLY AND SOUTHEASTERLY sixty four and 34/100 feet; and

SOUTHWESTERLY twenty-one and 13/100 feet, all by lot 6 as shown on plan hereinafter mentioned; and

SOUTHWESTERLY again, by land now or formerly of Boston and Maine Railroad, two hundred twenty-three and 37/100 feet;

Said parcel is shown as lots 9 and 10 on said plan, (Plan No. 12055E).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 827, Page 117, with Certificate 139467.

Land Reg

Parcel III

Also another certain parcel of land situate in said Everett, described as follows:

NORTHERLY AND NORTHWESTERLY by lot 10 as shown on plan hereinafter mentioned, sixty-four and 34/100 feet;

EASTERLY fifty feet; and

SOUTHWESTERLY seventy-five and 74/100 feet, by lot 7 on said plan.

Said parcel is shown as lot 8 on said plan (Plan No. 22924D).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 959, Page 161, with Certificate 165911.

Land Reg

The Northerly portion of said lots 9 and 10 is subject to restrictions as set forth in a deed given by Gardiner G. Hubbard et al to Charles S. Pell, dated May 18, 1858, duly recorded in Book 796, Page 227, so far as in force at date of original decree (January 28, 1928), it being determined by the Court, however, that any set back restrictions set forth in said deed other than set backs from Wyllis Avenue and Green Street have terminated in so far as said land is concerned.

So much of said lots 9 and 10 as by implication of law is included within the limits of Wyllis Avenue, as shown on said plan, is subject to the right of all persons lawfully entitled thereto in and over the same, including the rights of the City of Everett under a taking duly recorded on July 21, 1924, in Book 4742, Page 219.

Said lot 8 is subject to restrictions affecting lot 3, shown on plan filed in Registration Book 169, Page 181 of which said lot 8 is part thereof, in so far as applicable, set forth in Certificate 70477.

All of the above described land is subject to provisions of an instrument signed by the American Radiator Company, dated December 18, 1916, duly recorded Book 4132, Page 331, existing at date of original decree (January 28, 1928).

Recorded Land – Parcel I

The land in said Everett with the buildings thereon being Lot No. 754 as shown on a plan of land of the Edgeworth Co., drawn by Alex Wadsworth, and recorded with Middlesex South District Deeds, Plan Book 8, Plan 9, and bounded and described as follows:

NORTHERLY by Wyllis Avenue, formerly called Wyllis Street, 70 feet;

EASTERLY by Lot No. 755 on said plan, 132 feet;

SOUTHERLY by Lot No. 753 on said plan, 70 feet; and

WESTERLY by Lots No. 748 and 749 on said plan, 132 feet.

Containing 9,240 square feet.

There is excepted, however, a certain parcel of land containing 5,000 square feet and shown as Lot No. 754A on a plan by Vautrinot & Webby Co. dated June 10, 1985, revised December 4, 1985, recorded in Book 16745, Page 37, which parcel was conveyed to Nathan Cohen and Jermel R. Thrash by deed dated January 29, 1986 and recorded in Book 16745, Page 37.

Also, three certain lots of land situated in said Everett and being Lots No. 20, 21 and 22 on "Plan of Woodville Terrace, Everett, Mass., A.S. Sargent, Surveyor, dated July 1907, and bounded and described as follows:

WESTERLY by land of owners unknown, 133.66 feet;

NORTHERLY by land of owners unknown, 70.35 feet;

EASTERLY by land of heirs of E.A. Converse, 86.76 feet; and

SOUTHEASTERLY by Wolcott Road, 89.73 feet.

Containing 8,302 square feet of land, more or less.

Parcel II

A certain parcel of land, being a five-foot (5) strip in a private way now or formerly called Wolcott Road in said Everett, bounded and described as follows:

NORTHERLY by the middle line of Wolcott Road, 130.85 feet;
 EASTERLY by a line in Wolcott Road, 5 feet;
 SOUTHERLY by a line in Wolcott Road parallel with the aforesaid middle line, 130.85 feet; and
 WESTERLY by a line in Wolcott Road, 5 feet.

Parcel III

A certain parcel of land in Everett, Middlesex County, Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a point twenty-nine and 18/100 feet (29.18') by the southwesterly corner of Lot 7 being registered land shown on L.C. Plan No. 22924D;
 THENCE South 80° 53' 00" East twenty-four and 35/100 feet (24.35') by the southerly line of Lot 7 and former center line of Wolcott Road;
 THENCE South 09° 07' 00" West three and 82/100 feet (3.82') to the Southerly face of the existing building line and land now or formerly of the City of Everett;
 THENCE North 80° 53' 00" West twenty-four and 35/100 feet (24.35') by the face of the existing building line and land now or formerly of the City of Everett;
 THENCE North 09° 07' 00" East three and 82/100 feet (3.82') by the westerly face of the existing building line and land now or formerly of the City of Everett to the point of beginning.

Containing 93± square feet as shown on a plan entitled "Plan of Land in Everett, MA" drawn by Middlesex Survey, Inc., Land Surveyors, 131 Park Street, North Reading, MA, dated September 19, 1995 and recorded in the Middlesex South Registry of Deeds, as Plan 910 of 1995 at Book 25732, Page 502.

For title reference, see Deed dated March 28, 2005, duly recorded with the Middlesex South District Registry of Deeds in Book 44925, Page 39 and Certificate of Title No. 233517, duly recorded with said Deeds, Division of the Land Court, in Book 1298, Page 63 and with Certificate of Title No. 234615, duly recorded with said Deeds, Division of the Land Court, in Book 1305, Page 110.

As is more fully described hereinafter, the Declarant further hereby reserves the right to add one or more parcels of additional land and buildings (the "Additional Land"), at its election, to the Condominium in the future. Such parcel(s) of Additional Land are described in Exhibit A-1 attached hereto.

3. Description of Buildings. There is one (1) multi level residential building on the land described in Section 2 above consisting of one section which is five (5) stories in height and two other sections which are four (4) stories in height. Such building containing 13 one bedroom condominium units, 58 two bedroom condominium units, 1 one bedroom townhouse unit and 24 two bedroom townhouse units, and 1 three bedroom townhouse unit for a total of ninety-seven (97) condominium units.

The Condominium consists of a steel frame structure with exterior walls which are masonry and the roof is covered with a rubber membrane. The principal material of which the building is constructed is brick, with a poured concrete foundation.

Units #409, #412, #423, #424 and #428 have the exclusive right and easement to use the area shown on the floor plans as "Future Roof Deck" upon which a future roof deck shall be built.

✓ Also together with the benefit of a proposed parking and utility easement dated August 17, 2007 duly recorded herewith.

4. Description of Units. The Condominium Units (hereinafter referred to as the "Units") and the designation, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications thereof and the proportionate interest of each Unit in the Common Elements are as set forth in Exhibit A attached hereto and incorporated herein by reference. The ownership of each Unit shall include the heating, hot water, plumbing, electrical and air conditioning equipment contained within and serving only such Unit. Each Unit shall be entitled to have assigned two (2) designated parking spaces which may be located in the garage (garage parking space) or in the outdoor parking lot (outdoor parking space) and a storage space which shall be located in the garage. Notwithstanding the foregoing, the following Units shall not be entitled to have an assigned storage space in the garage of the building: Units 401,

402, 403, 404, 405, 406, 407, 408, 409, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 428, 429, 430 and 431. However, notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the right from time to time to reassign the use of garage parking spaces, outdoor parking spaces and storage spaces to Unit Owners, as an appurtenance to the Unit. The Declarant may sell and convey garage parking, outdoor parking and storage spaces to Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right to grant garage parking, outdoor parking and storage spaces either in Unit Deeds, or by separate instruments. The Declarant reserves the right to permit parking in the garage parking spaces and outdoor parking spaces by sales personnel and visitors, and to use, rent, license or lease garage parking spaces and outdoor parking spaces. Any garage parking space, outdoor parking space or storage space which has not been conveyed to grantees (which term includes, but is not limited to Unit Owners) whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant, shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same.

Each Unit is comprised of the space within the interior of the Unit itself which is bound vertically by the planes formed of the interior face of the wall studs or wall strapping of each Unit, and in the first floor by the planes formed of the interior face of the foundation walls of the Building, and horizontally by the upper face of the floor, and the upper face of the floor joists and to the lower surface of the ceiling joists for such Unit. Each Unit includes its interior window trim, interior door trim, all non-bearing partitions within such Unit, and all kitchen, bathroom, heating, air conditioning, lighting and other fixtures, appliances and equipment of every kind situated within such Unit and air conditioning equipment exclusively servicing each individual Unit, which equipment is located within the Common Elements. Each Unit includes entrances and exits of each individual Unit, windows, window glass, window frames, storm windows and screens on windows and door jambs. Each Unit excludes exterior door and window trim, foundations, bearing walls, concrete block walls between Units, structural elements such as beams, studs, joists, rafters, chimneys and other building framing and supports, roofs, subfloors and pipes, ducts, flues, conduits, wires and other utility installations situated within such Unit but which serve other Units (whether alone or in common with such Unit).

Each Unit has as an appurtenance thereto the right and easement to use all existing utility pipes, wires, conduits, equipment and installations which provide utility services to said Unit but are not located within said Unit, including without limitation water, sewerage, gas, electricity and telephone services, as they now exist or as the same may be repaired, replaced, renewed or relocated, subject to the rights of the owners of other Units and the right of the organization of Unit Owners to use the same in common with such owner and subject also to the right of the owner of any Unit within which the same may be located and the right of the organization of Unit Owners as to any of the same to repair, maintain, replace, renew or relocate the same, provided that any such use, repair, maintenance, replacement, renewal or relocation shall not unreasonably interfere with the use of the same for the provision of such services to such Owner whose Unit is served thereby.

5. Plans. The plans of the Condominium consist of a site plan and floor plans to be recorded herewith as follows:

(a) Site Plan: a plan entitled "SITE PLAN BRITNEY PLACE CONDOMINIUM. 120 WYLLIS AVENUE in EVERETT, MA Prepared For THT DEVELOPMENT, LLC 7 RAMSDELL WAY LYNNFIELD MA 01940."

(b) Floor Plans: a set of floor plans of the Building containing the Units of the Condominium, showing the layout, location, unit designations, and dimensions of the units, and bearing the verified statement of a registered architect certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the Units, as built. Said floor plans are captioned "BRITNEY PLACE CONDOMINIUM GARAGE FLOOR PLAN WYLLIS AVENUE, EVERETT, MA. JOSEPH D. LAGRASSE & ASSOCIATES, INC. ARCHITECTS, ENGINEERS, INTERIORS, & LAND PLANNERS ONE ELM SQUARE, ANDOVER, MA 01810 SHEET #: 1 OF 6."

6. Common Areas and Facilities. The common areas and facilities of the Condominium (hereinafter referred to as "the common elements") consist of:

(a) The land on which the Condominium is located, as shown on the Site Plan identified in Section 5 together with the benefit of and subject to the rights, easements and restrictions of record insofar as the same are now in force and applicable;

(b) the foundation, structural columns, girders, beams, supports, exterior walls, chimneys, and roof of the Building, and common walls within the Building;

(c) the exterior entrance walks and steps, and, if any, the entrance doors and lobbies, vestibules, exterior decks including roof decks if any constructed as provided herein, halls and corridors serving more than one Unit and the mail boxes, closets, fire extinguishers and other facilities therein, and stairways not located wholly within a unit;

(d) installations of central services such as electricity, gas, telephone, water heaters, furnaces, water and sewer service, including all access and equipment attendant thereto, but not any such wholly within a Unit and serving only said Unit;

(e) all conduits, chutes, ducts, plumbing, wiring, cables, flues, pipes, and other facilities for the furnishing of utility services or waste removal 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 Condominium other than the Unit within which such facilities are contained, together with an easement for continuance thereof and an easement of access thereto for maintenance, repair, and replacement as aforesaid;

(f) areas designated as common, if any, on the Floor Plans identified in Section 5 of this Master Deed;

(g) such additional common areas and facilities as may be defined in Chapter 183A of the General Laws of the Commonwealth of Massachusetts; and

The owners of each Unit shall be entitled to an undivided interest in common areas and facilities which, shall be in the percentages set forth opposite each Unit in the schedule thereof attached hereto as Exhibit A and incorporated herein by reference.

The Trustees of the Condominium Trust shall maintain , repair and replace the roof and all portions thereof however notwithstanding the foregoing, the owners of Units 410, 411, 425 & 426 shall be responsible for any damage caused to the roof that directly results from their use of their particular said roof decks or said roof areas.

7. Statement of Uses and Restrictions. The purpose for which the Units of the Condominium and other facilities are intended to be used and the restrictions upon those uses, unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof, are as follows:

✓ A. All Units shall be used for residential purposes; and no unit shall be occupied as a residence by more than one (1) family unit or by more than two (2) persons unrelated by blood or marriage;

B. The following conditions and restrictions shall apply to the tenancing, renting or leasing of Units:

1. Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and shall not be for a period of less than thirty (30) days;

2.No Unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes;

3.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, the Condominium Trust, and the Rules and Regulations of the Condominium 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 shall constitute a default of said lease, license or tenancy arrangement. There shall be attached to each such written instrument a copy of said Rules and Regulations and a copy of this Paragraph 7 of the within Master Deed;

4. Notwithstanding any provisions of this Master Deed, the Condominium Trust and/or the Condominium Rules and Regulations, no outside occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements;

5. The provisions of the within sub-paragraph B shall not apply to any bona fide mortgage lender who obtains title or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage by applicable law.

C. The following restrictions and regulations shall apply to the use and occupancy of the parking areas hereafter collectively referred to as the "parking areas":

1. The parking areas may be used only for parking of private automobiles, motorcycles, noncommercial vans and recreational vehicles for the personal use of those entitled to use said parking areas, and their immediate families. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the parking areas except with the written consent of the Trustees of the Condominium Trust;

2. No more than one vehicle is allowed in each parking space and all vehicles shall be parked within their respective parking space;

3. A Unit Owner may permit any tenant, guest, servant, licensee, or other party who is a unit owner, the right to use a parking space which said Unit Owner is entitled to use, but all parties using said parking areas shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the Rules and Regulations promulgated pursuant to said Condominium Trust;

4. In instances where vehicles using the parking areas and facilities of the Condominium or parking areas do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the noncomplying vehicle(s) at the expense of the owner(s) of such vehicle(s).

D. No animals of any kind shall be kept in any Unit or in the Common Elements of the Condominium with the exception of one dog or one cat not exceeding 30 lbs. in weight providing the keeping of said pets does not increase the cost of liability insurance or result in the cancellation of insurance on the Condominium. Any damage or destruction caused by the pet shall be repaired by the Trustees at the

expense of the Unit Owner.

- E. The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality: no porch, patio, balcony, terrace, garden or yard enclosure, awning, screen, antenna, sign (except Declarant's signs), 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 such Unit or any part thereof; no addition to or change or replacement of any exterior light, 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, provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, subject to the prior written approval of the Trustees and the approval of all holders of mortgages on the Units involved and subject to such conditions as the Trustees may impose with respect to such changes.
- F. Use of the Building(s) and Common Elements may also be restricted under the provisions of the Condominium Trust recorded herewith and the By-Laws issued pursuant to said Trust; likewise a majority of the Trustees of the Condominium Trust may by instrument in writing and duly executed pursuant to the provisions of said Trust and By-Laws expressly permit a heretofore stated restriction;
- G. No Unit shall be used or maintained in a manner contrary to or inconsistent with (1) this Master Deed, (2) the Condominium Trust and the By-Laws promulgated pursuant thereto or (3) M.G.L. Chapter 183A.
- H. The Declarant may, until all of the Units have been sold by the Declarant, (a) rent, license or lease any Unit which has not been sold, and (b) use any Unit or Units owned by the Declarant as a model for display, or as an office, for purposes of sale or leasing of Units.

The restrictions stated in this paragraph 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 Owner or Trustees insofar as permitted by law; 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 7 except such as occur during his or her Unit Ownership.

8. Amendment to Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add any Additional Land, Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

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(b) General Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more Owners of Units entitled to at least 67% of the undivided interest in the Common Elements, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Middlesex South District Registry of Deeds; provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded;
- (ii) Except as provided for elsewhere in this Master Deed, 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 Unit Owner of the Unit so altered;
- (iii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of Beneficial Interest is affected; and
- (iv) No instrument of amendment which alters this Master Deed 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.

- (v) No instrument of amendment which alters or violates any of the rights reserved by the Declarant herein or in the Condominium Trust shall be of any force or effect unless the same has been signed by the Declarant or its successors or assigns.
- (vi) 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.

9. Special Amendments of Master Deed. Notwithstanding the foregoing, this Master Deed may also be amended by Special Amendment as follows: Special Amendments may be executed and recorded as provided elsewhere in this Master Deed in order to (i) combine or subdivide Units, or reconfigure partition walls within Units, (ii) add Additional Units, or (iii) establish Limited Common Elements. Moreover, the Declarant, without the consent of any Unit Owner or mortgagee, may execute and record a Special Amendment as long as it owns any Unit(s) in the Condominium or the right to add Additional Land, Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers and the Department of Veterans Affairs ("VA") and the Federal Housing Administration ("FHA"); or (iv) to meet requirements of applicable laws and government regulations (including building codes and fire codes); or (v) to accommodate marketing considerations. The right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in Additional Land, Phases or Sub-Phases.

10. Encroachments. If any portion of the common areas and facilities now 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 (a) settling of a Building, or (b) alteration or repair of the common areas and facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of a Building or a Unit after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, an easement shall exist for such encroachment and for the maintenance of the same so long as any such Building stands.

11. The Trust. The Trust through which the Unit owners shall manage and regulate the Condominium established hereby, is BRITNEY PLACE CONDOMINIUM TRUST, under Declaration of Trust of even date to be recorded herewith. Said Declaration of

Trust establishes a membership organization of which all Unit Owners 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 to which they are entitled hereunder. The names and addresses of the original Trustees thereof are as follows:

THT Development, LLC 7 Ramsdell Way, Lynnfield, MA 01940 ✓

The post office address of the condominium trust shall be as follows: 120 Wyllis Avenue, Everett, Massachusetts 02149.

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of Massachusetts.

12. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the Common Elements, which Common Elements are also sometimes referred to as the Common Areas and Facilities, 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.

13. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time and the items affecting the title to the Property as set forth in this Master Deed. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to Property, 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, the Unit Deed, By-Laws, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the By-Laws, Rules and Regulations adopted pursuant to said Trust, and Chapter 183A 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.

14. Rights of Declarant. Notwithstanding any other provisions of this Master Deed to the contrary, the Declarant without the consent of any Unit Owners or mortgagees, shall have the right until the completion of the marketing and sale of all Units to:

(a) Grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, sewer and cable television;

(b) Use the common areas and facilities for ingress and egress for himself and those necessary to complete construction of all buildings and appurtenances to be part of the Condominium hereby created, and for prospective purchasers and contract purchasers of Units;

(c) Grant to himself or to others such other easements or conveyances and rights of way as may be reasonably needed for the orderly development of any phase of the Condominium; including but not limited to the conveyance of parking spaces to other non unit owner third parties.

(d) Alter construction plans, specifications and designs affecting Units owned by the Declarant.

15. FHLMC and FNMA Compliance. Notwithstanding anything to the contrary in this Master Deed or the Declaration of Trust, the following provisions shall apply and take precedence, subject to any greater requirements imposed pursuant to M.G.L. Chapter 183A.

Section 15.1 Definitions:

(a) The term "FHLMC" means the Federal Home Loan Mortgage Corporation.

(b) The term "FNMA" means the Federal National Mortgage Association.

(c) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit.

(d) The term "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters from the Trust.

(e) The term "Constituent Documents" means, collectively, the Master Deed, the Declaration of Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto and the Master Plans.

Section 15.2 Provisions for Eligible Mortgage Holders. To the extent permitted by applicable law, eligible mortgage holders shall be afforded the following rights:

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, and the original plans and specifications, unless other action is approved by eligible mortgage holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages.

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must be approved by eligible holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages.

(c) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by Applicable law, no reallocation of interest in the Common Elements 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 67 percent of the votes of such remaining Units subject to eligible holder mortgages.

Section 15.3 Amendment to Documents.

(a) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a Condominium.

(b) The consent of the Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the Condominium which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;

3. Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use of the Elements;
6. Responsibility for maintenance and repair of the several portions of the Condominium;
7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
8. Boundaries of any Unit;
9. The interests in the general or limited Common Elements;
10. Convertibility of Units into Common Elements or of Common Elements into Units;
11. Leasing of Units;
12. Imposition of any right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
13. Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers of Guarantors of first mortgages on Units.

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request, but this sentence shall not apply to FHLMC.

The provisions of Section 15.3 (b) shall not apply to the extent necessary to allow Declarant to amend the Master Deed to correct technical or typographical errors contained therein.

Section 15.4 Right of First Refusal. DELETED.

Section 15.5 Additional Prohibitions. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the

Condominium, unless at least one hundred (100%) percent of the first mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Declarant, developer, or builder) of the individual Condominium Units have given their prior written approval, the Condominium Trust shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium project;
- (b) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of such Condominium Unit in the Common Elements;
- (c) partition or subdivide any Condominium Unit;
- (d) 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 by the Condominium project shall not be deemed a transfer within the meaning of this clause.);
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property. No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Elements.

Section 15.6 FHLMC; FNMA. The provisions of this Section 15 are set forth so that the Condominium will comply with the requirements of FHLMC and FNMA, and the provisions of this Section 15 shall be construed and interpreted in accordance with that intention. Notwithstanding anything to the contrary in the constituent documents, the provisions of this Section 15 shall at all times take precedence over all other provisions in the constituent documents. In the event, at any time and from time to time, that applicable rules and regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the constituent documents so that the constituent documents shall comply with such changed or modified rules and regulations of FHLMC or FNMA, or both.

16. Chapter 183A Governs The Units and the Common Elements, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be

subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

17. Partial Invalidity The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

18. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

20. Definitions. All terms and expressions used in the Master Deed which are defined in M.G.L. Chapter 183A shall have the same meanings here unless the context otherwise requires.

21. Expansion of the Condominium. The Declarant and/or its successors and assigns reserve the right within the period of twenty (20) years from the date this Master Deed is recorded to expand the Condominium to add all or any portion of the Additional Land described in Exhibit A-1, and to add buildings, parking or common areas on the Land or Additional Land. The Declarant and/or its successors and assigns reserve the right to add the Additional Land, and buildings constructed thereon, but are under no obligation to do so. Each Unit Owner and Mortgagee, by acceptance of a deed, mortgage or other instrument, shall thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney-in-fact to execute, acknowledged and deliver any and all instruments necessary to add such additional buildings, improvements, and/or Additional Land (or any portion thereof) as is contemplated by this Section 21 of this Master Deed, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest, and each such Unit Owner, Mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given. Such Additional

Land may be added in portions, and there is no requirement that any, all or any particular portion be added and there are no limitations as to what portions may be added.

Portions of the Additional Land may be added, at different times and in any order. The Declarant and its successors and assigns shall have the right and easement to construct, erect and install on the Additional Land such additional Units and Common Elements and Limited Common Elements as it shall determine to be appropriate or desirable.

22. Declarant's Reservation of Rights; Assignment of Declarant's Rights.

22.1 As stated above and hereinafter, the Declarant also hereby reserves the right in the future (a) to create Common Elements, and Limited Common Elements, in any subsequent Phasing Amendment, all of which shall be the property of the Declarant until conveyed or assigned by it; and (b) to add to the Condominium all or a portion of the lands described in Exhibit A-1 (the "Additional Land") in any subsequent Phasing Amendment and to create thereon additional Units, Common Elements, and Limited Common Elements, all of which shall remain the property of the Declarant until conveyed or assigned by it.

The Declarant hereby expressly reserves both the ownership of and the right(s) to erect, install, establish, sell, lease and transfer any and all wires, conduits and equipment (including equipment on rooftops and towers) of every type or nature for the provision of wired or wireless telecommunications and/or internet services, and/or the transmission of same. Such reserved rights of the Declarant shall include, without limitation, (a) the right to assign any or all of such rights to others; (b) the right to enter into agreement(s), on an exclusive or non-exclusive basis, with service providers; (c) the right to enter into leases or license agreements with service providers or other parties for the installation of transmission facilities and/or wires, conduits or equipment relating to the foregoing on any portion of the Common Elements (including, without limitation, any rooftop, wall or smokestack); and (d) unless prohibited by law, the right to provide, for profit, such wired or wireless to Condominium residents. Any payment, consideration or benefit derived from the foregoing reserved rights shall belong exclusively to the Declarant.

The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto and into the Land and building(s) made part of this Condominium now or in the future, to complete construction of any buildings thereon, along with all improvements, utility lines, wires, pipes, conduits, walkways, and drainage lines to service the dwelling Units constructed thereon and/or to service any Units, buildings(s) or improvements located on the Additional Land. In particular, the Declarant expressly reserves the right and easement to connect any buildings constructed or to be constructed on the Additional Land to the pre-existing Condominium Buildings(s), thereafter constructing and providing for common hallway(s), utilities, roofs, walls and other common or connected building components or systems.

The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof and/or any portion of the Additional Land, as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 20. With respect to said later Phases or Sub-Phases:

The Declarant shall not amend this Master Deed so as to either (i) create more than a total of 100 Units, or (ii) include such later Phases or Sub-Phases until the construction of the portion(s) of the building(s) containing the Units in such Phases or Sub-Phase has been constructed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A.

The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional Units, as well as the right to create and designate Limited Common Elements. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in such Phase or Sub-Phase shall become Units in the Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the Common Elements of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the building and grounds which are described, defined, and referred to in this Master Deed as Common Elements.

Except as otherwise provided herein, if the Declarant has not so amended this Master Deed as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty (20) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to the Additional Land and any such later Phases not yet created.

Nothing herein shall be deemed to obligate the Declarant to include the Additional Land or to create any later Phases or Sub-Phases.

Any such amendment creating a later Phases or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by Chapter 183A, as currently existed or amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it

has access and its Beneficial Interest in the Common Elements shall be set forth, respectively in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

The Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

The Declarant reserves the right for itself and its successors and assigns to construct the Units in any styles and sizes, so long as those styles and sizes do not violate applicable zoning ordinances and regulations.

In addition to all other rights of Declarant hereunder, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, any and all Common Elements of the Condominium, including the parking areas, for all purposes necessary or desirable in order to construct, develop and complete the Condominium Units and the Common Elements therefore, and for all purposes necessary or desirable in order to construct improvements to the buildings and/or the Additional Lands and connect same to the Condominium.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights under this Master Deed: the right of access, ingress, and egress over and upon the Land, Property and Building, and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant, including construction on abutting land whether part of the Condominium or not; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, roofs, and similar facilities to serve any or all of the buildings and/or Units and the Common Elements and building on the Additional Land, whether part of the Condominium or not, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling Units and the Common Elements and facilities and serving the Additional Land, whether part of the Condominium or not; to pass and repass over all Common Elements of the Condominium, for all purposes necessary or convenient for the development and marketing of the Land, Property, Building and/or Additional Land, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct improvements on the Land and on the Additional Lands, whether part of the Condominium or not, and to engage in all activities necessary or

appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Units Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Building, Units or Common Elements and on the Additional Land, whether part of the Condominium or not, under construction, without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in unassigned Parking Spaces; and, in general, the right to do all things necessary or desirable in order to construct and complete the Building and/or Units and the Common Elements in connection therewith and to construct and complete Building(s) and Dwelling Units on the

Additional Land, whether part of the Condominium or not. Declarant further reserves the right to use any unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units in the Condominium or on the Additional Land.

The rights and easements reserved by the Declarant in this Section 20 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed, or in any prior-recorded instrument.

The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive the sale of all of the Units initially established, or thereafter established by Future Phases or Sub-Phases by the Declarant, and are to be deemed to be assignable and transferable, in full or in part.

Each Condominium Trustee, as well as each Unit Owner and Mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of Beneficial Interests in the Common Elements) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or Mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land,

binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each Unit Owner and Mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land or a portion of the Additional Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning sought by the Declarant. At the request of the Declarant, the Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefore.

The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Trustee, as well as each Unit Owner and Mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or Mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

23. Non-Recourse. Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited

to the Declarant's interest in the Condominium Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, or any director, officer, employee, agent or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

EXECUTED as a sealed instrument this 1st day of June, 2007.

*LLC
herein
#1455939*

THT DEVELOPMENT, LLC

By: *[Signature]*
Michael Touchette, Manager

[Signature]
Witness

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 1, 2007

On this 1st day of June, 2007, before me, the undersigned notary public, personally appeared Michael Touchette, as Manager aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

Steven L. Cicatelli
Notary Public
My Commission Expires: 8/22/2008

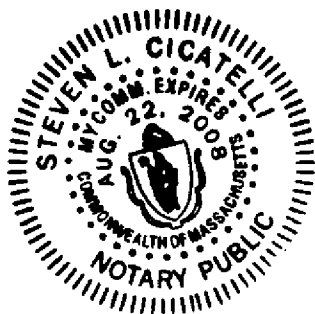


EXHIBIT A TO MASTER DEED
OF BRITNEY PLACE CONDOMINIUM

The Common Areas immediately accessible to each Unit are as follows:
each Unit shall have direct access to the hallway, lobby, elevator or stairway if any.

<u>UNIT DESIGNATION</u> <u>APPROXIMATE</u> <u>AND LOCATION</u>	<u>NUMBER</u> <u>OF</u> <u>ROOMS</u>	<u>NUMBER OF</u> <u>OF</u> <u>BATHS</u>	<u>% INTEREST</u> <u>IN</u> <u>COMMON AREAS</u>	<u>FLOOR</u> <u>AREA</u>
101 Kitchen, Livingroom and 2 Bedrooms	4	2	0.992%	1,216 Sq. Ft.
102 Kitchen, Livingroom and 2 Bedrooms	4	2	0.951%	1,165 Sq. Ft.
103 Kitchen, Livingroom 2 Bedrooms	4	2	0.958%	1,174 Sq. Ft.
104 Kitchen, Livingroom 2 Bedrooms	4	2	0.966%	1,184 Sq. Ft.
105 Kitchen, Livingoom and 2 Bedrooms	4	2	0.963%	1,180 Sq. Ft.
106 Kitchen, Livingroom and 2 Bedrooms	4	2	0.929%	1,138 Sq. Ft.

107	4	2	.	0.975%	1,194 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
108	4	2	.	0.948%	1,162 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
109	4	2	.	0.966%	1,184 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
110	4	2	.	0.957%	1,173 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
111	3	1 1/2	.	0.651%	797 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
112	4	2	.	0.961%	1,177 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
113	4	2	.	0.870%	1,066 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					

114	4	2	0.989%	1,212 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
115	4	2	1.010%	1,238 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
116	4	2	0.993%	1,217 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
117	4	2	1.055%	1,293 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
118	4	2	1.026%	1,257 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
119	4	2	0.988%	1,210 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
120	3	2	0.768%	941 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				

201	4	2	1.099%	1,346 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
202	3	1 1/2	0.713%	874 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				
203	4	2	0.951%	1,165 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
204	4	2	0.958%	1,174 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
205	4	2	0.966%	1,184 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
206	4	2	0.963%	1,180 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
207	4	2	0.929%	1,138 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

208 Sq. Ft.	4	2	,	0.975%	1,194
Kitchen, Livingroom and 2 Bedrooms					
209	4	2	'	0.948%	1,162 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
210	4	2	,	0.966%	1,184 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
211	4	2	'	0.957%	1,173 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
212	3	1 1/2	,	0.651%	797 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
213	4	1 1/2	'	0.615%	753 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
214	4	2	'	0.870%	1,066 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					

31.477

215	4	2	0.989%	1,212 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
216	4	2	1.010%	1,238 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
217	4	2	0.993%	1,217 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
218	3	1 1/2	0.677%	830 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				
219	4	2	0.897%	1,099 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
220	4	2	0.960%	1,176 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
221	4	2	1.026%	1,257 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

35 025

222	4	2	✓	0.988%	1,210 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
223	4	1 1/2	,	0.772%	946 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
301	4	2	✓	1.098%	1,345 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
302	3	1 1/2	,	0.713%	874 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
303	4	2	,	0.951%	1,165 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
304	4	2	,	0.958%	1,174 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
305	4	2	.	0.966%	1,184 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
				44.475	

306	4	2	.	0.963%	1,180 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
307	4	2	.	0.929%	1,138 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
308	4	2	.	0.975%	1,194 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
309	4	2	.	0.948%	1,162 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
310	4	2	.	0.966%	1,184 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
311	4	2	.	0.957%	1,173 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
312	3	1 1/2	.	0.651%	797 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					

50.5.64

313	4	1 1/2	, 0.615%	753 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				
314	4	2	, 0.870%	1,066 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
315	4	2	• 0.989%	1,212 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
316	4	2	, 1.010%	1,238 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
317	4	2	, 0.993%	1,217 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
318	3	1 1/2	, 0.677%	830 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				
319	4	2	• 0.897%	1,099 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

56,915

320	4	2	,	0.957%	1,173 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
321	4	2	,	1.026%	1,257 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
322	4	2	,	0.988%	1,210 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
323	3	1 1/2	,	0.772%	946 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom					
401	4	2	,	1.153%	1,413 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
402	4	2 1/2	,	1.348%	1,651 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
403	4	2 1/2	,	1.319%	1,616 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms					
				69.478	

404	4	2 1/2	1.289%	1,579 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
405	5	2 1/2	1.494%	1,831 Sq. Ft.
Kitchen, Livingroom and 3 Bedrooms				
406	4	2 1/2	1.226%	1,502 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
407	4	2 1/2	1.339%	1,640 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
408	4	2 1/2	1.305%	1,599 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
409	4	2 1/2	1.348%	1,651 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
410	4	2	0.930%	1,140 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

411	3	2	0.975%	1,194 Sq. Ft.
Kitchen, Livingroom and a Bedroom				
412	4	2 1/2	1.330%	1,629 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
413	4	2 1/2	1.299%	1,592 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
414	4	2 1/2	1.344%	1,647 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
415	4	2 1/2	1.225%	1,501 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
416	4	2	1.099%	1,346 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
417	4	2 1/2	1.144%	1,402 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

418 Sq. Ft.	4	2 1/2	1.343%	1,645
Kitchen, Livingroom and 2 Bedrooms				
419 Sq. Ft.	4	2 1/2	1.357%	1,662
Kitchen, Livingroom and 2 Bedrooms				
420	4	2	1.166%	1,429 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
421	4	2 1/2	1.285%	1,574 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
422	4	2 1/2	1.398%	1,713 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
423	5	2 1/2	1.514%	1,855 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms, Sitting Room				
424	5	2 1/2	1.566%	1,919 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms, Sitting Room				

425	3	1 1/2	0.677%	830 Sq. Ft.
Kitchen, Livingroom and 1 Bedroom				
426	4	2	0.897%	1,099 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
427	4	2	0.960%	1,176 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
428	4	2 1/2	1.460%	1,789 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
429	4	2 1/2	1.387%	1,699 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
430	4	2 1/2	1.372%	1,681 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				
431	4	2 1/2	1.793%	2,192 Sq. Ft.
Kitchen, Livingroom and 2 Bedrooms				

EXHIBIT A-1

(c.f. p. 6)

The land and the building located in Everett, Middlesex County, Massachusetts, being Lot #754A as shown on a plan of land in Everett, Massachusetts prepared for Concord Steel Corporation August 10, 1985 and revised on December 4, 1985 by Vauntrinot and Webby Company, Surveyors, bounded and described as follows:

BEGINNING at the NORTHEASTERLY corner of said Lot #754A then proceeding;

WESTERLY by Wyllis Avenue, Forty (40) feet;

NORTHERLY by land owned by the Concord Steel Corporation, One Hundred Twenty-Five (125) feet;

EASTERLY by land owned by said Concord Steel Corporation; Forty (40) feet; and

SOUTHERLY by land now or formerly of Margaret H. Shannon, One Hundred Twenty Five (125) feet.

Containing five thousand (5,000) square feet more or less.

For title see deed of Jermel R. Thrash and Daniel A. Bancroft, Trustees of CAJE Realty Trust dated February 10, 2007 and recorded at the Middlesex South District Registry of Deeds at Book 47102, Page 467.

Rice
Land

Figure C. Bana
Attest Middlesex S. Register

**SPECIAL AMENDMENT I TO
MASTER DEED
OF
BRITNEY PLACE CONDOMINIUM**

This Special Amendment I of Master Deed of Britney Place Condominium dated this 27th day of July, 2009 (hereinafter referred to as "Amendment") is an Amendment of the Master Deed dated June 1, 2007, recorded with the Middlesex South District Registry of Deeds at Book 50192, Page 1 and filed as Document No. 1455940.

WHEREAS, THT DEVELOPMENT, LLC, a Massachusetts Limited Liability Company, with a principal place of business at 79 Lowland Street, Holliston, Massachusetts (herein sometimes referred to as the "Declarant") pursuant to the provisions of Massachusetts General Laws Chapter 183A did create with respect to the Property as described in said Master Deed a condominium, known as Britney Place Condominium, located in Everett, Middlesex County, Massachusetts, and

WHEREAS, the Declarant in said Master Deed has reserved the right to amend said Master Deed, pursuant to Section 9 thereof, without the further consent of any Unit Owners or mortgagees, by special amendment for various purposes, including but not limited to correct any errors and/or omissions in the Master Deed,

WHEREAS, Section 6 of such Master Deed, incorrectly sets forth Units 410, 411, 425, and 426 as Units whose owners shall be responsible for damages caused to the roof, being a portion of the Common Areas and Facilities of the Condominium, by use of the roof decks, which, if constructed, would have access to such roof,

NOW THEREFORE, the Declarant, by duly executing and recording this Special Amendment I of the Master Deed does hereby amend the Master Deed as follows:

By deleting the last paragraph of Section 6 of the Master Deed, and inserting in lieu thereof, the following:

The Trustees of the Condominium Trust shall maintain, repair and replace the roof and all portions thereof however notwithstanding the foregoing, the owners of Units 409, 412, 423, 424, and 428 shall be responsible for any damage caused to the roof that directly results from their use of their particular roof decks or said roof areas.

WITNESS THE EXECUTION HEREOF UNDER SEAL ON THE DATE FIRST WRITTEN ABOVE.

THT DEVELOPMENT, LLC

By: Joseph W. Tiberio
Joseph W. Tiberio, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

July 27, 2009

On this 27th day of July, 2009, before me, the undersigned notary public, personally appeared Joseph S. Tiberio, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of THT Development, LLC, for its stated purpose.

Margaret Burchard

Notary Public

My Commission Expires: 5/24/13

