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MASTER DEED
OF THE
CENTRAL PLACE CONDOMINIUM



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A CONDOMINIUM INTENDED AND OPERATED FOR OCCUPANCY BY PERSONS SIXTY-TWO (62) YEARS OF AGE OR OLDER

CENTRAL PLACE SENIOR LIVING, LLC, a Massachusetts Limited Liability Company, with a usual place of business at 100 George P. Hassett Drive, Medford, Massachusetts 02155, (hereunder "Declarant") being the sole owner of the land with improvements thereon (hereinafter the "Premises") located at **63 Central Street, North Reading, Middlesex County, Massachusetts 01864** (the "Municipality") more particularly hereinafter described, by duly executing and recording this Master Deed with the Middlesex South Registry of Deeds (the "Registry") does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), proposes to create and hereby does create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides as follows:

63 Central Street, North Reading

Section 1 **Name** The Name of the Condominium shall be:

CENTRAL PLACE CONDOMINIUM

Section 2 **Description of Land.** The land on which the Condominium is located is generally known as **63 Central Street, North Reading, Massachusetts**, in the aforesaid Municipality and is more particularly described in Exhibit A attached hereto and made a part hereof together with any easements, encumbrances, restrictions and appurtenant rights therein specified.

Section 3 **Description of the Building.** A description of the building comprising the Condominium, stating the number of stories, the number of Units therein, the principal materials of which it is constructed and other relevant descriptive specifications or information is set forth in Exhibit B attached hereto and made a part hereof.

Section 4 **Description of Units.** The Units of the Condominium, their respective designations, locations, approximate areas, number of rooms, immediate common area to which each Unit has access, the boundaries defining the Units and any other data necessary for proper identification of the Units is set forth in Exhibit C attached hereto and made a part hereof.

Section 5 **Description of the Common Areas and Facilities (the "Common Elements").** The Common Elements consist of the common areas and facilities of the Condominium, exclusive of the Units and subject to the rights of Unit Owners to exclusive use of the following appurtenances (if any), the porches, balconies or patios immediately adjacent to their respective Units, the designated parking areas, the designated storage areas and exclusive use easement areas (which may be shown as or designated Limited Common Areas), and include, without limitation, the following:

Plan # 629 of 2007

FLEMING AND MIRANDA
100 GEORGE P. HASSETT DRIVE
MEDFORD, MA 02155

(a) The land, together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable as described in Exhibit A;

(b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the building, (other than any portion thereof included in the Units) all roofs and the area between the upper surface of the subflooring and the lower surface of the ceiling joists below it;

(c) All entrances, vestibules, halls, corridors and stairs of the building; the mailboxes and other similar facilities in such areas; the gutters, down spouts, storm window and screens, all porches, patios, decks and balconies (if any) subject to the exclusive right appurtenant to each Unit to use the porch, patio, deck and/or balcony, entrances, vestibules, halls, corridors, stairs, mailboxes and other such facilities immediately accessible therefrom or designated therefor;

(d) All yards, plantings, gardens, steps and walkways located outside the Building and on the land, subject to any exclusive rights as set forth herein.

(e) All lighting fixtures, walls and fences located outside the Building and on the land;

(f) All installations of central service equipment providing power, light, heat, telephone and other electronic intelligence transmission and hot and cold water, including all equipment attendant thereto, all furnaces, hot water heaters, conduits, junction boxes, meters, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building whether or not the same may serve the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit exclusively contained within any common area or Limited Common Area and serving a single Unit exclusively);

(g) All other apparatus and installations existing or hereafter installed in the Building or on the land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and

(h) Pursuant to the Conditions of the Comprehensive Permit issued by the Town of North Reading Zoning Board of Appeals dated April 16, 2004, and recorded with the Middlesex South Registry of Deeds in Book 43625, Page 74, as amended (the "Comprehensive Permit"), all elements of the roadways, the sewerage system and the Storm Water Management System shall remain private in perpetuity and shall be included in the Common Areas and Facilities. These Common Areas and Facilities shall not be the responsibility of the Town of North Reading.

(i) 1. All roadways, driveways and parking areas on the land, subject to the rights of certain Unit Owners to park in designated spaces as shown on the site plan recorded herewith.

2. The sewer system, which is hereby defined as follows: septic tank or tanks, pump chamber tanks, manholes, manhole covers, baffles, filters and leaching areas to be constructed on the land shown on the Site Plan together with all sewer collection pipes, conduits, valves, manifolds, vent pipes, controls, electrical controls, meters, pumps, electric cables, inspection and maintenance equipment, maintenance and control room

sheds and other facilities and all appurtenances thereto for the furnishing of sewer service. All sewer appurtenances and septic system components located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; constituting the sewer collection system and the related appurtenances and easements for sewer lines, soil absorption system area as well as the pressure dose distribution area and its component parts are to be considered the sewer system. The sewer system shall serve the Condominium, including all land, buildings and units and the sewer system shall be a portion of the Common Areas and Facilities of the Condominium. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the sewer system, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the sewer system and to ascertain that prohibited appliances such as garbage disposal units have not been installed.

3. Until the Turnover Event (as defined below), Declarant shall operate the sewer system and retain the services of a design engineering firm to undertake all as-built and certification requirements of Title 5 Code and to undertake all maintenance requirements and shall provide to the North Reading Board of Health a copy of the maintenance requirements and shall provide to the North Reading Board of Health a copy of the maintenance contract with a licensed professional. After the Turnover Event, the Trustees of the Condominium Trust shall operate and maintain the sewer system and shall retain the services of a registered professional engineer and other appropriate personnel to operate and maintain the sewer system. The "Turnover Event" is hereby defined as the earliest to occur of (i) the date which is four (4) months after the Declarant has sold seventy-five (75%) percent of all of the Units, or (ii) expiration of three (3) years from the date of the first unit conveyed to a purchaser.

4. The Storm Water Management System consists of storm water management areas and associated appurtenances and best management practices shown on the Site Plan to treat storm water discharges by the use of deep sump catch basins, forebay and extended detention basins to remove suspended solids loads in accordance with the Storm Water Management Policy (March 1997) of the DEP. The Storm Water Management System shall serve the Condominium, including all land, buildings and units and the Storm Water Management System shall be a portion of the Common Areas and Facilities. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Storm Water Management System and the Condominium Trust shall have a perpetual easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Storm Water Management System.

5. Until the Turnover Event, Declarant shall operate the Storm Water Management System. After the Turnover Event, the Trustees of the Condominium Trust shall operate the Storm Water Management System.

6. Until the Turnover Event, the Declarant and, thereafter the Condominium Trustees, shall operate and maintain the Storm Water Management System in accordance with the operation and maintenance plan on file approved by the North Reading Zoning Board of Appeals and on file with the North Reading Department of Public Works, as the same may be modified from time to time by the North Reading Zoning Board of Appeals or the North Reading Department of Public Works. By September 1st of each year, the Condominium Trustees shall provide to the North Reading Department of Public Works, an annual report indicating compliance with the operation and maintenance plan.

7. Until the Turnover Event, the Declarant and, thereafter, the Condominium Trustees, shall be responsible for the scheduling and removal of all trash pick up. All dumpsters shall be located as shown on the approved plans for the Condominium, and shall be enclosed and covered. The schedule for trash pickup and removal shall be a minimum of once (1) a week.

8. Until the Turnover Event, the Declarant and, thereafter, the Condominium Trustees, shall be responsible for the maintenance and upkeep, repair, sanding and snow removal and the like of all roads on the site.

9. In the event the Town of North Reading (the "Town") determines in its reasonable discretion that the Declarant or Condominium Trust, as the case may be, has failed to provide adequate maintenance or repair of the roadways, the sewerage system and/or the Storm Water Management System, the Town shall provide the Declarant or the Condominium Trust with written notice (the "Town's Notice") of same, which shall specify corrective measures to be taken, mailed by certified mail, return receipt requested. If, after fourteen (14) days following the date of the Town's Notice, the Declarant or Condominium Trust, as the case may be, has failed to complete the corrective measures, the Declarant or Condominium Trust, as the case may be, shall be deemed to have assented to allow the Town to enter such Common Areas as may be necessary to perform such maintenance or repairs. All costs incurred by the Town in performing such maintenance or repairs shall be paid by the Declarant or the Condominium Trust, as the case may be, within thirty (30) days of written notice to the Declarant or Condominium Trust, as the case may be, by the Town, and, if not paid by the Declarant or the Condominium Trust within the time allowed, then such costs shall be assessed against the Unit Owners which may be collected and enforced in the manner fixed by law for the collection of taxes. Notice of the lien shall be recorded in the Middlesex Registry of Deeds. As an alternative or in addition to this process, the Town may recover its costs by means of betterment assessments on the Condominium. Notwithstanding the foregoing, the

Town shall have no obligation to perform the foregoing maintenance or repairs.

(j) Any additional common areas and facilities listed in Chapter 183A and located in the Condominium.

The use of and other matters relating to the Common Elements shall be subject to the provisions of this Master Deed, the Declaration of Trust and any rules and regulations (the "Rules and Regulations") adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

Section 6 **Unit Interests in the Common Elements.** The owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentage shown on Exhibit C attached to this Master Deed and incorporated herein by this reference: These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relations which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date.

Section 7 **Site Plan and Floor Plans.** There is recorded herewith and by this reference made a part hereof a site plan showing the boundaries of the land and the location of the improvements thereon and a set of the floor plans of the Building showing the layout, location, unit number and dimension of the Units as built and contain the verified statement required by Chapter 183A.

Section 8 **Condominium Trust and Unit Owners' Rights.** The entity through which the Unit Owners will manage and regulate the Condominium established thereby is the **CENTRAL PLACE CONDOMINIUM TRUST** under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members (the "Owners' Association") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

**Russell J. Fleming, Trustee of Central Place Condominium Trust
100 George P. Hassett Drive, Medford, MA**

The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction. Notwithstanding the foregoing, nothing herein shall be construed to affect, modify or enlarge the rights, responsibilities and obligations of the Unit Owners of the affordable units, as set forth in Deed Riders recorded with the Deeds for said affordable units.

Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of Common Expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's common element interest. Initial assessments shall occur upon the conveyance of the first Unit.

Voting rights shall be proportionate to Common Element Interests.

There may be no restriction upon any Unit Owner's right of ingress and egress to his/her Unit, which right shall be perpetual and appurtenant to the Unit Ownership.

In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's Undivided Interest and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit in question, together with such interest, shall be acquired and held by the Trustees or the designee, corporate or otherwise, on behalf of all Unit Owners. Any lease covering any Unit leased by the Trustees or their designee, shall be held by the Trustees or their designee, on behalf of all Unit Owners, in proportion to their respective Undivided Interests. This Paragraph shall only pertain to market rate Units and in no event shall the Trustees be able to purchase any affordable Units.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (i) settling or shifting of the Building, (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees, (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or (iv) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

There is excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in such Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit from time to time during reasonable hours (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein for accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

Section 9 Intended Use of the Building and the Units. The Building and the Units are intended solely for dwelling purposes and only as allowed by the zoning laws of the Municipality. No use may be made of any Unit except as a residence of the Owner thereof or his/her permitted lessees and the members of their immediate families, except that any ancillary use of a Unit authorized by the zoning laws of the Municipality may be made by a Unit Owner with the written approval of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld, delayed or denied.

Section 10 Restrictions on Use of Units. The Units are intended only for residential purposes to be occupied by persons who are 62 years or older and in strict compliance with the Town of North Reading, Zoning Board of Appeals Application for a Comprehensive Permit G.L.C. 40B, which decision is recorded with the Middlesex South Registry of Deeds at Book 43265, Page 74.

In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations (made in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto.

Seven of the 26 Units within the Condominium have been designated as affordable units.

- (i) Each affordable unit shall be occupied by the owner, except for any unit owned by the **North Reading Housing Authority** under Condition 7 of the Comprehensive Permit; (ii) Minor children shall not reside in the Project longer than four (4) months, absent family emergency or other good cause; and (iii) All permanent occupants of each unit in the Project shall be age 62 years of age or older, as of the most recent birthday preceding application. This age restriction shall be in perpetuity for the maximum term allowed by law, but in any event no less than ninety-nine years.

No Unit may be occupied by any person in violation of the provisions of the Legal requirements specified in the Comprehensive Permit, issued by the Town of North Reading Zoning Board of Appeals, dated April 16, 2004 and recorded with the Middlesex South District Registry of Deeds, at Book 43625, Page 74 and to that end the Trustees of the **CENTRAL PLACE CONDOMINIUM TRUST** are specifically empowered to take any and all actions permitted or required, before or during a person or persons occupancy of a Unit so as not to violate local zoning or the exemptions afforded under state and federal law permitting discriminatory housing for persons sixty-two (62) and older. No legal or beneficial interest in a Unit may be conveyed, transferred or assigned without first having received a "Certificate of Compliance and Approval of Transfer" from the Trustees of the **CENTRAL PLACE CONDOMINIUM TRUST** certifying that the present owner of the Unit has notified the Trustees of his/her/their intent to sell the Unit and had provided the Trustees sufficient documentation to satisfy the Board that the transfer of title would be consistent with the Legal Requirements and that as a result of the transfer, the property would be occupied by one or more persons sixty-two (62) years of age or older.

The Trustees shall not issue a Certificate of Compliance and Approval of Transfer unless all of the following requirements have been met:

- (i) The occupancy of the Unit by the proposed individual or individuals satisfies all of the Legal requirements.
- (ii) No Unit may be transferred unless the current owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the intended closing date of the name(s) and address(es) of the proposed transferees and all members of his or her family and all other persons who propose to occupy the Unit; (b) provided the Trustees with an attested copy of the Purchase and Sale Agreement or other agreements memorializing the sale or transfer of the legal or beneficial ownership, and (c) such other documentation as the Trustees deem reasonable and appropriate to be certain the Legal Requirements have been met. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospective purchaser and/or other proposed occupants. The Trustees may charge the current Unit Owner desiring to sell his or her Unit, a reasonable fee for administration of the approval process and issuance of the Certificate of Compliance and Approval of Transfer.
- (iii) In exercise of the approval authority hereintofore granted, the Trustees may not exercise such authority so as to restrict the sale or occupancy of the Units because of race, creed, color or national origin. The Trustees may however, reject a

proposed tenant for other reasons, including without limitation failure of the Unit owner to comply with the procedural and substantive requirements of the preceding subparagraphs or Rules and Regulations governing the procedure for approval of the transfer.

The Trustees may from time to time establish such other reasonable procedures and requirements to carry out the intent of this paragraph without need to amend this Master Deed.

The following conditions and restrictions shall apply to the occupancy, renting and/or leasing of the Units:

1. No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time without the written permission of the Trustees in accordance herewith.
2. The Trustees shall not give written permission unless all of the following requirements have been met: The occupancy of the Unit by the proposed individual or individuals satisfies all of the Legal requirements, specified in the Comprehensive Permit, issued by the Town of North Reading Zoning Board of Appeals, dated April 16, 2007 and recorded with the Middlesex South District Registry of Deeds, at Book 43625, Page 74.
3. No affordable unit shall be rented or leased, except as may be permitted under the Deed Rider recorded with the Deeds for said Units.

(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 such Unit, subject to the provisions of Sections 8 and 9 hereof and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees, (including without limitation, indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

(c) In order to preserve the architectural integrity of the building and the Units, without modification and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

(d) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more Units but not all Units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100%) percent of the Unit Owners (and their mortgagees if required) and by a majority of the Trustees and shall be subject to the same requirement as stated in subparagraph (b) of this Section 10. Notwithstanding the foregoing, with respect to construction in or on any portion of the Common

Areas to which a Unit Owner individually has an exclusive right to use the same must, before construction is begun, be approved in writing by Owner(s) of any Unit(s) directly abutting such Limited Common Area or whose Unit(s) are directly affected thereby as well as be approved by a majority of the Trustees in writing and shall similarly be subject to the requirement of subparagraph (b) of this Section 10. The cost of preparing and recording the amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of affected Unit Owners and Trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the Unit(s) being benefited.

(e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(f) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements, which they have an exclusive right to use;

(g) Domestic house pets are allowed in the units not to exceed 25 pounds.

(h) There shall be no garbage disposals permitted in any Unit.

(i) Unit Owners of the Units, individually, are responsible for the upkeep, maintenance, repair and replacement of the Common Elements to which their exclusive right to use attaches, provided, however, if the Unit Owners of more than one Unit have an exclusive right in common to use the same portion of the Common Elements, the Unit Owners sharing such exclusive use shall be responsible for the upkeep, maintenance, repair and replacement of such shared portion of the Common Elements in such proportions as hereinafter set forth in this Master Deed or as determined by the Trustees. If, in the opinion of the Trustees, said upkeep, maintenance repair and replacement is not being done, the Trustees may contract to have it done and the cost thereof will become a lien against the Unit or Units responsible therefor. In addition, all costs for utilities servicing exclusive use easement areas, shall be borne proportionally by those Units sharing exclusive rights to use such areas. Unit Owners with either sole and/or joint exclusive easements shall be responsible for any and all liability arising out of such exclusive rights;

(j) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the Rules and Regulations;

(k) All maintenance and use by Unit Owners of gardens, decks, balconies, lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;

(l) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of other premises entitled to the use or benefit thereof;

(m) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents;

(n) No Unit Owner shall alter his/her Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring building;

(o) No improper, offensive or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

(p) Violations of laws, order, rules, regulation or requirements of any governmental agency having jurisdiction over the Condominium, relating to any Unit shall be corrected by and at the sole expense of the Owner of any such Unit and those relating to any Common Elements shall be corrected by the Trustees; provided, however, that those relating to any Common Elements to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;

(q) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages or objects of any kind;

(r) The public areas and stairways, if any, shall be used for no purpose other than normal transit through them; and

(s) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the commencement of the proposed lease, rental or license arrangements and of the name(s) and address(es) of the proposed lessee, tenant or licensee and all members of his or her family and all other persons who propose to occupy the Unit, (b) supplied the Trustees with written references with respect to all such persons referred in the immediately preceding clause as the Trustees may reasonably request, (c) supplied the Trustees with a completed rental application executed by the Unit owner and the prospective tenant and other proposed occupants, which form may be established from time to time by the Trustees, together with a copy of the proposed lease, rental or license agreement. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospect tenant, lessee, licensee or other proposed occupants. The Trustees may charge the Unit owner desiring to rent his or her Unit a reasonable fee for administration of the approval process.

Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than six (6) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupancy by the tenant.

No Unit may be occupied, rented, leased or licensed for transient or hotel purposes.

Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner to comply with all terms and conditions of this Master Deed, specifically including but not limited in these Sections hereof, to the **CENTRAL PLACE CONDOMINIUM TRUST** and the Rules and Regulations adopted by the Trustees and shall provide that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust and/or Rules and Regulations shall be default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of these Sections of this Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe the terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.

By acceptance of a Deed of a Unit, each Unit owner shall be deemed (i) to be personally responsible for the actions of his lessees, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause, in compliance with applicable state or federal law, any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive or otherwise interfere (in the reasonable judgment of the Trustees) with the beneficial use and enjoyments of any Unit owner(s) of their Unit(s) and the common elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit owner's attorney in fact to seek eviction, equitable relief and/or damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules or Regulations. Such rights and remedies may be exercised against both the Unit owner and the lessee, tenant or occupants and shall be cumulative and not exclusive. In addition such fines, penalties and other charges incurred by the lessees, tenants or other occupants, together with such costs incurred by the Trustees as a result of action taken by the Trustees pursuant to this Section, shall be chargeable to the Unit owner, and enforced and collected against the Unit owner and the Unit as if the same were a common expense.

In the exercise of the approval authority hereinbefore granted, the Trustees may not exercise such authority so as to restrict leasing or occupancy of the Units because of race, creed, color or national origin. The Trustees may however, reject a proposed tenant for other reasons, including without limitation failure of the Unit owner to comply with the procedural and substantive requirements of the preceding subparagraphs. All extensions or renewals of occupancy agreements must also be approved by the Trustees in accordance with the foregoing.

The provisions within these Sections shall not apply to any holder of a mortgage 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 except and to the extent that following the exercise of the right of foreclosure or other remedies provided in a mortgage or other applicable law, the Unit must be occupied by a person or persons age **sixty-two (62)** or older.

No other use may be made of any Unit without the prior written consent of the Trustees of the **CENTRAL PLACE CONDOMINIUM TRUST**, which Trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connections with such purposes.

The restrictions set forth in this Section 10, (i) shall be covenants running with the land, (ii) shall be for the benefit of all Unit Owners (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraph (f), (m), (n), and (o) of this Section 10); (vi) shall, insofar as permitted by law, be perpetual and to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner for the recovery of damages for injunctive relief or for both.

Section 11 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 Condominium Declaration of Trust contained, the following provision 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 Declarant 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. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) Foreclosure or take title to a Unit pursuant to the remedies provided in the 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 bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall, for the purposes of such title taking only, be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) 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, except for no more than six (6) months' delinquent common charges as provided in M.G.L.C. 183A, Section 6(c);

(d) 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;

(e) A lien for Common Expense or other 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 delinquent assessments, which are so extinguished, may be reallocated and assessed to all Unit estates as a Common Expense. 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;

(f) All taxes, assessments and charges which may become liens prior to the 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;

(g) 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 at least sixty seven (67%) percent of the allocated interests of the Owners (other than the Declarant, developer or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall 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) determine 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 repairs, replacement or reconstruction of such Condominium property;

(h) 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 a taking of Units and/or Common Elements;

(i) 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 two (2) months' estimated Common Expenses for each Unit to be paid at time for the first conveyance of such Unit which funds shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant 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 service deemed necessary or desirable by the Trustees. Amounts paid into the funds are not to be considered as advance payment of regular assessments.

(j) 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 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 default in the performance of any obligation under the Condominium constituent documents or any delinquency in the payment of assessments or charges owed by the Owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default or delinquency 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) All meetings of the Condominium Trust (and shall be permitted to designate a representative to attend all such meetings);

(v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;

(vi) Any proposed action, which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 11 and/or Section 12;

(k) 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 at least sixty seven (67%) percent of the total allocated votes of the Owner's Association and approved by eligible mortgage holders representing at least fifty one (51%) percent of the votes of Units subject to mortgages held by eligible holders.

(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 at least sixty seven (67%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least fifty one (51%) percent of the votes of Units subject to mortgages held by eligible holders;

(iii) Except as otherwise provided herein, no reallocation of interest 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%) 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 the 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;

(l) 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

one (1) year. 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;

(m) 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 statement of the Condominium Trust. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances;

(n) 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. If no audited statement is available, any mortgagee holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

(o) 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 seventy five (75%) 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, and the approval of the Town of North Reading, by and through the North Reading Zoning Board of Appeals, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of Owners of Units to which at least seventy five (75%) percent of the votes in the Trust are allocated (except for subparagraphs (e), (g), (h) and (i) as to which consent of seventy five (75%) 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) Reserve for maintenance, repair and replacement of the common area (or Units if applicable);
- (d) Insurance or Fidelity Bonds;
- (e) Reallocation of interests in the general or limited common areas or rights to their use;
- (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) Convertibility of Units into common areas or of common areas into Units;
- (j) Leasing of Unit estates;
- (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his/her Unit;
- (l) 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 non material addition or any amendment of the constituent documents pursuant to this section shall be deemed to have consented to the additions 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 7.5 of the Condominium Trust.

Section 12 Amendments. This Master Deed may be amended by an instrument in writing:

- (a) Signed by the Unit Owners entitled to seventy five (75%) percent 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 Registry of Deeds wherein this Master Deed is recorded;
- (d) Or alternatively with a Trustees Certificate signed and acknowledge by a majority of the Trustees reciting that such consent was obtained.

PROVIDED HOWEVER, that:

- (i) The date on which any such instrument 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 that same shall have been so recorded within six (6) months after such date;
- (ii) No instrument of amendment, which alters the dimensions of any Units, shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered and the same has been assented to in writing by all holders of first mortgages of record;
- (iii) No Instrument of Amendment affecting any Unit in a manner which impairs the security of a mortgage of record or would materially adversely affect holders of mortgages shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (iv) No Instrument of Amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled 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 and the same has been assented to in writing by all holders of first mortgages of record.

(v) No Instrument of Amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements and the same has been assented to in writing by all holders of first mortgages of record;

(vi) No Instrument of Amendment which purports to increase or decrease or redefine the exclusive use of any Unit or Units to portions of the Common Elements shall be of any force or effect unless signed by the Owners of all Units affected by such change, including any Unit affected by a change in its financial responsibility.

(vii) No Instrument of Amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, shall be of any force or effect.

(viii) No Instrument of Amendment which modifies the terms, provisions and conditions of the Comprehensive Permit shall be of any force or effect unless the modification is approved by the Town of North Reading, by and through the North Reading Zoning Board of Appeals.

(e) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed; (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing 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 this Master Deed into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant 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 Declarant to vote in favor of, make, execute and record Special Amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

Section 13 Units Subject to Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations. All present and future owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations, as any of them may be amended from time to time and with any items affecting the title to the Condominium, as described in Exhibit A hereto. The acceptance of a Unit Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations and any items affecting title to the Condominium are accepted and ratified by the owner, tenant, visitor, employee

occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and (ii) a violation of any provisions set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit Owner.

Section 14 Chapter 183A. The Units and the Common Elements and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A and in all respects not specified in this Master Deed or in the Condominium Trust and By Laws, 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 Common Expenses, funds and profits, with respect to improvement and rebuilding of Common Areas and facilities and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

Section 15 Invalidity. If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstances is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of the Master Deed and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

Section 16 Conflicts. This Master Deed and the Declaration of Trust are intended to comply with the requirement of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

Section 17 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, regardless of the number of violations or breaches, which may occur.

Section 18 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 or the intent of any provision hereof.

Section 19 Gender and Number. The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

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

IN WITNESS WHEREOF, Declarant hereby executes this MASTER DEED under my seal this 19th day of June, 2007.



Russell J. Fleming, Manager
Central Place Senior Living, LLC

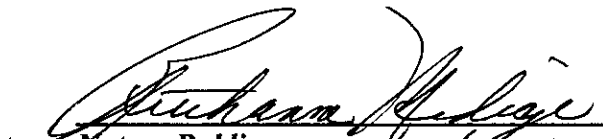
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 19th day of June, 2007, before me, the undersigned Notary Public, personally appeared **Russell J. Fleming, Manager of Central Place Senior Living, LLC**, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers 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.



RUTHANNE MEDIGE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 17, 2008



Notary Public
My Commission Expires: 10/17/08

EXHIBIT A**Property Description**

A certain parcel of vacant land off of Central Street in North Reading, Massachusetts, and shown on Assessor's Map 42 as Parcel 23, being the premises described in a Deed recorded at Middlesex South District Registry of Deeds in Book 9726, Page 568, and a portion of the premises described in the Deed of the Treasurer of North Reading, dated October 7, 1968, and recorded with said Deeds in Book 11584, Page 89, said premises also being described as a lot containing 28,798 square feet on Plan of Lots in North Reading, surveyed for Arthur E. Wardwell, Jr., June 19, 1952, H. Kingman Abbott, Registered Surveyor, bounded and described as follows:

- WESTERLY:** by Lot 4 as shown on said plan, ninety-seven and 43/100 (97.43) feet;
- NORTHERLY:** by Lot 5 as shown on said plan, forty (40) feet;
- NORTHWESTERLY:** by Lot 5 as shown on said plan fifty-three and 85/100 (53.85) feet;
- NORTHERLY and
NORTHEASTERLY:** by land now or formerly of Ryer by three (3) courses as shown on said plan, one hundred fifty-two and 59/100 (152.59) feet, one hundred fourteen and 44/100 (114.44) feet and forty and 20/100 (40.20) feet; and
- SOUTHERLY:** by Lot 3A as shown on said plan, three hundred twenty-nine and 52/100 (329.52) feet.

The property is conveyed subject to the restriction that the property be used for the sole purpose of providing housing for persons sixty-two (62) years of age and older or for purposes in support of such housing, as set forth in a decision of the Zoning Board of Appeals of the Town of North Reading approving the grant of G.L. c. 40B Comprehensive Permit to the Grantee, dated April 16, 2004 and recorded with the Middlesex South District Registry of Deeds in Book 43265, Page 74 (the "Decision"), which Decision is incorporated herein in its entirety by reference.

For title see Release Deed dated July 7, 2004, recorded at the Middlesex Registry of Deeds, at Book 43265, Page 71.

PARCEL ONE:

Beginning at a stake on the Easterly side line of Central Street at land deeded by Bertha E. Ryer, Mollie F. Ryer, William H. Ryer and W. Holmes Ryer to William H. Ryer by Deed dated March 30, 1923, recorded with Middlesex South District Registry of Deeds in Book 4614 at Page 220, the line runs Southerly by said street to a corner of the stone wall at land of Sarah A. Dudley, thence the line runs Easterly by the stone wall at land of the said Dudley to a corner of the wall at land deeded by Bertha E. Ryer, Mollie F. Ryer, William H. Ryer and W. Holmes Ryer to

Hólmes Ryer by Deed dated March 30, 1923, recorded with Middlesex South District Registry of Deeds, in Book 4614, at Page 220, and at land of Edgar C. Linn to a corner of the wall at land of John W. Johnson thence the line runs Westerly with the wall at land of the said Johnson to a stake at the North Easterly corner of the land deeded by Bertha E. Ryer, Mollie F. Ryer, William H. Ryer and W. Holmes Ryer this day to William H. Ryer (and referred to above), thence the line runs Southerly by the land of said William H. Ryer one hundred fifty (150) feet to a stake at the South Easterly corner of said William H. Ryer's land, thence the line runs Westerly by the said land, one hundred fifty (150) feet to the point of beginning.

PARCEL TWO:

Beginning at the Northwest corner thereof, at the Easterly side line of Central Street and land of John W. Johnson the line runs easterly by the stone wall of land of the said Johnson one hundred fifty (150) feet to a stake at the wall, thence the line runs southerly at right angles to the said wall, one hundred fifty (150) feet to a stake at the stone wall at the easterly side of said Central Street, thence the line follows the wall northerly one hundred fifty (150) feet to the point of beginning.

PARCEL THREE:

Beginning at a corner, at land deeded by Bertha E. Ryer et als by Deed dated March 30, 1923 to Mollie F. Ryer on the West, and at land of Sarah A. Dudley on the South, the line runs by a stone wall, Easterly three hundred (300) feet more or less by the said Dudley's land, to a corner of the wall at land now or formerly of Edgar C. Linn, thence the line runs Northerly by said Linn's land, following the stone wall, one hundred forty (140) feet, more or less to a corner of the wall, thence the line runs Westerly by the wall and at land of the said Linn three hundred (300) feet more or less to a cross wall at land of the said Mollie F. Ryer, referred to above, thence the line runs Southerly by the wall at land of said Mollie F. Ryer one hundred thirty (130) feet more or less to the point of beginning.

Excluded from the above land is land deeded to Robert E. Ryer and Jean A. Ryer by William H. Ryer, Jr., by Deed dated October 30, 1967 and recorded with Middlesex Registry of Deeds, Book 11420 at Page 735.

For my title see Deed dated October 23, 2002, recorded at Middlesex South District Registry of Deeds at Book 37557, Page 490.

A certain parcel of land situated in North Reading in the County of Middlesex and said Commonwealth, bounded and described as follows:

Lot 26 on Land Court Plan No. 31593-A, Sheet 3, at Book 679, Page 43.

For my title see Deed dated October 23, 2002, recorded at Middlesex South District Registry of Deeds as Document No. 1247018.

EXHIBIT B

MASTER DEED

CENTRAL PLACE CONDOMINIUM

There is one residential building located on the land described in "Exhibit A". The building comprising the Condominium (the Building) is 2 stories high and contains 26 units. The exterior is vinyl siding with metal around the window and door openings and eave areas. There is blueboard on the interior walls. The Building has wooden structural timbers and joists on a platform wood frame. The building contains 26 residential units. The foundation is slab concrete on grade. The building has an asphalt shingle roof.

The Post Office address of the Units are Units 101 thru 112, 201 thru 214, 63 Central Street, North Reading, Massachusetts 01864.

Units are heated by gas.

There are separate gas and electric meters for each unit.

There is 1 hot water heater for all 26 Units.

The plumbing is copper and pvc.

There is a parking area as shown on a plan. Each of the spaces on the lot are for the exclusive use of the unit owners with said spaces to be deeded for each unit as designated in the Deeds.

**EXHIBIT C
MASTER DEED
CENTRAL PLACE CONDOMINIUMS
DESCRIPTION OF CONDOMINIUM UNITS**

Unit No.	Floor	Approx Area Square Feet	No. of Rooms	% Interest in Common Areas
101	1 st	1,006 square ft.	4 plus 2 Baths	1.8%
102	1 st	1,320 square ft.	5 plus 2 Baths	4.8%
103	1 st	1,024 square ft.	4 plus 2 Baths	1.8%
104	1 st	1,299 square ft.	5 plus 2 Baths	4.7%
105	1 st	1,181 square ft.	4 plus 2 Baths	4.5%
106	1 st	1,184 square ft.	5 plus 2 Baths	4.6%
107	1 st	970 square ft.	4 plus 2 Baths	1.8%
108	1 st	1,298 square ft.	5 plus 2 Baths	4.8%
109	1 st	1,020 square ft.	4 plus 2 Baths	1.8%
110	1 st	1,292 square ft.	5 plus 2 Baths	4.7%
111	1 st	1,173 square ft.	4 plus 2 Baths	4.5%
112	1 st	1,186 square ft.	5 plus 2 Baths	4.6%
201	2 nd	1,212 square ft.	4 plus 2 Baths	4.4%
202	2 nd	1,290 square ft.	4 plus 2 Baths	4.6%
203	2 nd	1,028 square ft.	4 plus 2 Baths	1.8%
204	2 nd	1,255 square ft.	4 plus 2 Baths	4.6%
205	2 nd	1,161 square ft.	5 plus 2 Baths	4.5%
206	2 nd	1,008 square ft.	4 plus 2 Baths	1.8%
207	2 nd	1,394 square ft.	5 plus 2 Baths	4.8%
208	2 nd	1,221 square ft.	4 plus 2 Baths	4.4%
209	2 nd	1,310 square ft.	4 plus 2 Baths	4.6%
210	2 nd	1,016 square ft.	4 plus 2 Baths	1.8%
211	2 nd	1,233 square ft.	4 plus 2 Baths	4.6%
212	2 nd	1,155 square ft.	5 plus 2 Baths	4.5%
213	2 nd	1,009 square ft.	4 plus 2 Baths	4.3%
214	2 nd	1,367 square ft.	5 plus 2 Baths	4.9%

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

- a. **Floors:** The plane of the upper surface of the subflooring
- b. **Ceilings:** The exposed surface of the rafters and the plane of the lower surface of the materials between said rafters; in the other floor areas the boundaries are, where there are no exposed rafters, the plane of the upper surface of the ceiling material.

- c. **Exterior Walls and Walls Between Units:** Where there are no exposed studs, the plane of the interior surface of the wall material including any brick, and if there are exposed studs, the exposed surface of said studs and the plane of the interior surface of the wall material between said studs.
- d. **Doors:** The plane of an exterior surface of the door, door glass and doorframes, jambs, hardware, threshold, flashing, weather-stripping and caulking and the exterior molding or trim handles, and locks, if any.
- e. **Windows:** The exterior surfaces of the glass, sash and window frame, mullins, muntins, sash, stiles, sills, hardware, flashing, exterior molding or trim, if any, and caulking.
- f. **Pipe Chases or Other Enclosures:** Concealing pipes, wires or conduits within a unit are a part of that Unit, but the pipes, wire or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.

Each Unit has immediate common area access to (as the case may be) the deck, stairs and the hallways outside of the Unit, all of which are shown on the Floor Plans and/or on the Site Plan recorded herewith.


Attest. Middlesex S. Register