

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 5/11/2022 1:13:32 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
232457	MASTER DEED		76366/374	12/08/2020	0.00
Property-Street Address and/or Description					
SEE DOC, 8 SANBORN ST, 130 HAVEN ST, 136 HAVEN ST, 133 HAVEN ST, 8 SANBORN ST					
Grantors					
136 HAVEN STREET LLC, POSTMARK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
76702/495 PR 2021, 76747/141 PR 2021, 77576/514 LIEN 2021, 77576/519 STATE 2021, 78127/378 LIEN 2021, 77467/379 LIEN 2021					
Registered Land Certificate(s)-Cert# Book/Pg					

Middlesex South Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 232457
Document Type	: MD
Recorded Date	: December 08, 2020
Recorded Time	: 11:24:25 AM
Recorded Book and Page	: 76366 / 374
Number of Pages(including cover sheet)	: 35
Receipt Number	: 2567598
Recording Fee (including excise)	: \$155.00

 MASSACHUSETTS EXCISE TAX
 Southern Middlesex District ROD # 001
 Date: 12/08/2020 11:24 AM
 Ctrl# Doc# 00232457
 Fee: \$.00 Cons: \$.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
 208 Cambridge Street
 Cambridge, MA 02141
 617-679-6300
www.middlesexsouthregistry.com

Property Address: 8 Sanborn Street,
130 Haven Street, 136 Haven Street, 144 Haven Street, Reading, MA

**THE POSTMARK
CONDOMINIUM**

MASTER DEED

OF

**THE POSTMARK
CONDOMINIUM**

**MASTER DEED
OF
THE POSTMARK CONDOMINIUM**

136 Haven Street, LLC, a Massachusetts limited liability company with a mailing address of PO Box 780, Lynnfield, Massachusetts 01940 (the "Declarant"), being the sole owner of land in Reading, Middlesex County, Massachusetts, more particularly described in the attached Exhibit A, incorporated herein by reference, by duly executing and recording this Master Deed with the Middlesex (South) County Registry of Deeds (the "Registry of Deeds") does hereby submit said land, together with the building and improvements erected thereon, (collectively the "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, ("Chapter 183A") and proposes to create, and does hereby create with respect to the Premises, a condominium (the "Condominium") to be governed by and be subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name of the Condominium.

The name of the Condominium shall be:

THE POSTMARK CONDOMINIUM

2. Description of the Land.

The Declarant is submitting the land described in Exhibit A (the "Land") to Chapter 183A. The Condominium is comprised of the Land, together with the buildings and improvements thereon. The Land is shown on a site plan, entitled "The Postmark Condominium" prepared by The Morin-Cameron Group, Inc. dated November 30th, 2020 and recorded at the Registry of Deeds as Plan Number 906 of 2020 (the "Site Plan"). The Land is submitted to Chapter 183A subject to and with the benefit of: (i) the rights, interests, encumbrances, easements, conditions and restrictions described in Exhibit A; (ii) Decision of the Reading Community Planning and Development Commission on the Petition of 136 Haven Street LLC seeking a MGL c. 40R Downtown Smart Growth District Plan Approval allowing 50 residential units mixed in combination with approximately 8,500 square feet of commercial spaces recorded with the Registry of Deeds in Book 70029, Page 301 (the "Approvals"); (iii) matters, covenants and restrictions in deed dated December 12, 2016 and recorded at the Middlesex South District Registry of Deeds in Book 68600, Page 498; (iv) any easements shown on the Site Plan; (v) the rights, interests, and easements reserved by the Declarant in this Master Deed, including the Declarant's development rights, which in all instances shall be exercisable by the Declarant and its successors and assigns; (vi) the terms, conditions and restrictions in the Smart Growth Zoning District Program Affordable Housing Restriction Agreement for 40R Ownership Project to be recorded at the Registry of Deeds as the same may be amended and (vii) the other rights, interests, easements, encumbrances and restrictions described in this Master Deed.

3. Make-up of Condominium and Compliance with Approvals.

The Condominium is intended to be a mixed-use condominium. The Condominium

contains fifty (50) residential units and three (3) or more commercial unit(s) in the building located as shown on the Site Plan. Ten (10) residential units will be subject to affordable housing restrictions contained in the deeds to those units (the "Affordable Housing Units"). All terms, conditions and/or requirements of the Approvals shall be complied with at all times.

4. **Description of the Building.**

There is one building ("Building") on the Land located where indicated on the Site Plan. There is a basement level below a portion of the Building, and a parking garage in a portion of the basement level. The Building is concrete slab on grade with a concrete foundation with a mixture of brick, cementitious siding and panel siding. There are five (5) wood framed stories and a partially pitched and a flat roof with rubber membrane roof surface.

The Building is further described on the attached Exhibit B, incorporated herein by reference.

5. **Description of the Units.**

A. The Condominium contains fifty (50) residential units ("Residential Unit(s)") and three (3) or more commercial units ("Commercial Unit(s). The Residential Unit(s) and Commercial Unit(s) are collectively referred to as the "Units", all of which comprise all of the Units located in the Building. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications of the Units are set forth in the attached Exhibit C, which is incorporated herein by reference, and are shown on the master floor plans recorded at the Registry of Deeds as Plan No. 906 of 2020 (the "Floor Plans"). The Floor Plans, which are incorporated herein by reference, show the layout, location, unit numbers and dimension of the Units, "as built," indicate the name, if any, of the Building that contains the Units, and bear the verified statement of a registered professional architect or engineer, certifying that such plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units, "as built," all as required by Section 9 of Chapter 183A.

B. The boundaries of each Residential Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) **Floors:** The plane of the upper surface of the subflooring;
- (ii) **Ceilings:** With respect to all Units except top-floor Units, the plane of the upper surface of the finish ceilings in the Unit; and, with respect to top-floor Units, the plane of the bottom-most surface of the roof joists and other structural members of such roof joists;
- (iii) **Walls:** The plane of the surface of the finish wall facing the wall studs or concrete wall, as the case may be; and
- (iv) **Doors and Windows:** The exterior surface of all doors leading to common areas and the exterior unfinished surface of the doorframe, so that the doors and doorframes (and the threshold) are part of the Unit; and the exterior surface of the window glass and sash and the unfinished surface of the window frames facing the common area, so that the windows and their

frames are part of the Unit. Notwithstanding the foregoing, the Unit boundary runs along the exterior surface of any storm and/or screen windows and doors, so that such windows and doors are part of the Unit.

C. The boundaries of each Commercial Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Floors: The plane of the upper surface of the concrete subflooring on the lowest floor of the Unit;
- (ii) Ceilings: With respect to all Units except Units (or those portions of a Unit) on the top-floor of the Commercial Building, the underside surface of the slab of the concrete subflooring above the uppermost floor of the Unit; and, for Units (or any portion of a Unit) located on the top floor of the Commercial Building, the plane of the bottom-most surface of the roof joists and other structural members of such roof joists;
- (iii) Walls: The plane of the surface of the wall studs or concrete wall, as the case may be, facing the Unit; and
- (iv) Doors and Windows: The exterior surface of all doors leading to common areas and the exterior unfinished surface of the doorframe, so that the doors and doorframes (and the threshold) are part of the Unit; and the exterior surface of the window glass and sash and the unfinished surface of the window frames facing the common area, so that the windows and their frames are part of the Unit. Notwithstanding the foregoing, the Unit boundary runs along the exterior surface of any storm and/or screen windows and doors, so that such windows and doors are part of the Unit.

D. Each Unit excludes the foundation, structural columns, girders, beams and joists, all structural members appurtenant to such beams and joists, supports, exterior walls, interior bearing walls, roof, patios/balconies and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility and other services or waste removal which are situated within such Unit but which serve one or more other Units, whether alone or in common with such Unit.

E. Each Unit includes all conduits, ducts, pipes, flues, wires and other installations and facilities contained therein which exclusively serve that Unit, including the heating, plumbing, electrical and other apparatus and equipment located within and exclusively serving that Unit. Each Unit also includes any heating, ventilation and air conditioning ("HVAC") apparatus that exclusively serve that Unit, whether or not such apparatus is located within the boundaries of the Unit. The owners of each Unit shall have, as appurtenant to such Unit, the right and easement to access, use, maintain, repair and replace all such HVAC apparatus included as part of the Unit but physically located, in whole or in part, outside of the Unit's boundaries in or on the Common Areas and Facilities of the Condominium (as defined in Section 6 below), or otherwise accessible only through the Common Areas and Facilities, and shall be responsible for the entire cost of maintenance, operation, repair, and replacement of such HVAC apparatus. The owners of each Unit shall be responsible for the maintenance and/or repair of the fireplace units in their units. Said maintenance shall include at a minimum compliance with 527 CMR 1.00 –

Massachusetts Fire code, NFPA 54 with Massachusetts Amendments and Manufactures instructions.

F. Each Unit Owner shall have as appurtenant to his Unit the right and easement to use, in common with the owners of the other Units served thereby, all lines for utilities and other common services, including, without limitation, water, sewer, drainage, gas, electric, cable television, internet access, telephone and security services, and all other Common Areas and Facilities which serve said Unit, but which are located in another Unit or in the Common Areas and Facilities of the Condominium. Each Unit shall be subject to an easement in favor of the owners of all other Units for the use, maintenance, repair and replacement of all utility lines and lines for other common services, including, without limitation, water, sewer, drainage, gas, electric, cable television, internet access, telephone and security services and all other Common Areas and Facilities serving such other Units and located in said Unit.

G. Each Unit shall be subject to and have the benefit of the provisions of this Master Deed, as it may be amended from time to time, as well as the provisions of The Postmark Condominium Trust, as described in Section 11 below (the "Condominium Trust").

H. The Owner of each Unit shall have, as appurtenant to his Unit, the right to use, in common with the owners of the other Units, the Condominium's Common Areas and Facilities, as defined in Section 6 below, except for the Limited Common Areas and Facilities, as described and defined in Section 8 below, which are reserved for the exclusive use of the Units to which such "Limited Common Areas and Facilities" appertain.

6. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Areas and Facilities") consist of:

A. The Land, subject to and together with the rights, reservations, easements, restrictions, encumbrances, covenants and agreements contained herein and in instruments referred to in Exhibit A, including those contained in the Approvals, insofar as the same may be in force and applicable from time to time. In addition:

(i) The Trustees of the Condominium Trust will landscape and maintain landscaping;

(ii) All parking in the garage of the Building and certain surface outdoor parking stalls is restricted to use by the Residential Units (and their guests or invitees) of the respective units to which the exclusive use of said parking stalls has been assigned; and,

(iii) Certain surface outdoor parking is restricted to use by the Commercial Unit (and their guest and invitees) of the respective units to which the exclusive use of said parking stalls have been assigned.

B. All portions of the Building not included in any Unit by virtue of Section 5 above, including, without limitation, the following to the extent such may exist from time to time:

(i) all structural elements of the Buildings, including the foundation, structural columns, girders, beams, joists, lintels and supports, and all structural members appurtenant to same, the subflooring and supports, the exterior walls, any interior bearing walls, the elevators and

all apparatus, controls, and wiring appurtenant thereto and the roof;

(ii) all conduits, chutes, ducts, shafts, pipes, plumbing, flues, wires, and other installations or facilities, including all equipment attendant thereto, for the furnishing of HVAC, utility and other central and/or common services or waste removal, including, without limitation hot and cold water, drainage, sewerage, oil, gas, electricity, lighting, telephone, internet access, television and security services, which, wherever located, serve more than one Unit or the Common Areas and Facilities;

(iii) the mechanical and machine rooms, electric rooms, exercise and common lounge rooms, common men's and/or women's lavatories, common maintenance, storage and utility rooms and closets, trash rooms, and any other common use rooms that may exist from time to time, and all appurtenant apparatus, equipment and installations for same—some of these rooms are exclusive to the Residential Units and the Commercial Units as shown and designated on the Floor Plans;

(iv) the entrances and exits of the Buildings, the entrance lobby, elevator lobbies and sitting rooms in the Buildings, the hallways and corridors serving more than one Unit, and the mailboxes, intercom console and system, closets, fire extinguishers and other facilities in such hallways, all public stairways, fire escapes, and exterior walks and steps all as shown on the Floor Plans; and

(v) the driveways, ramps, parking areas and garage.

C. In general, any and all apparatus, equipment and installations now or hereafter existing for common use, including, without limitation, installations of central services and utilities such as electric power, gas and hot and cold water, drainage, sewerage, HVAC services for more than one Unit or the Common Areas and Facilities, telephone, internet access, television, security and other such services necessary or convenient to the existence, maintenance or safety of the Building and the occupants thereof.

D. The lawns, walkways and sidewalks, catch basins and other drainage structures and facilities, fountains, patios, balconies, passageways, and the improvements thereon and thereof, including landscaping, walls, retaining walls, railings, wood parapets, if any, stairways, foot bridges, steps and lighting fixtures located on the Land. Certain patios and balconies are restricted to use by the respective Units to which the exclusive use of said patios and balconies has been assigned.

E. The roadways, driveways and parking areas (including curbs and beams) are subject to the Declarant's reserved rights, interests and easements and otherwise to the management and control of the Trustees of the Condominium Trust, who may (subject to the provisions of Section 8 below) designate specified handicap spaces as required and appropriate and specified "guest spaces" in such number and location as they deem appropriate, as they may be shown on the Floor Plans and the Site Plan, as they may be amended from time to time, and who may otherwise adopt rules and regulations for the operation and maintenance of said roadways, driveways and parking areas. Except as herein reserved by the Declarant and except for the provisions of commercial services to the Condominium and its residents and deliveries to and pick-ups from the Commercial Units, to the extent provided in Section 8(B) below, no part of the Common Areas and Facilities, including, without limitation, the parking areas, driveways, and roadways, shall be used for parking or storage of trucks or other commercial or recreational vehicles, boats, campers

or trailers or other items or goods except non-commercial duly-registered, operable automobiles belonging to the Unit owners and their lessees and guests and no part of the Common Areas and Facilities shall be used for repairing or maintaining any vehicle. Notwithstanding the foregoing, the owners and lessees of Commercial Units may keep commercial vehicles used in the operation of their respective businesses in those parking areas designated as "Commercial Parking Stalls" under Section 8(B)(ii) below. Unit owners and their tenants and guests shall bear all risk, including of theft and vandalism, in connection with the use of the Condominium's roadways, driveways and parking areas.

F. Such additional common areas and facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of Section 8 below and to the provisions of the Condominium Trust and any rules and regulations promulgated thereunder, each Unit owner shall be entitled to use the Common Areas and Facilities in accordance with their intended purposes, without being deemed thereby to be hindering or encroaching upon the lawful rights of any other Unit owner.

7. **Percentage Ownership Interest in Common Areas and Facilities.**

The owners of each of the respective Units shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth on Exhibit C, which have been determined on the basis of the approximate relation that the fair value of each Unit, on the date of this Master Deed, bears to the then aggregate fair value of all Units.

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

8. **Limited Common Areas and Facilities.**

The following are all part of the Condominium's Common Areas and Facilities, under Section 6 above, and are hereby designated "Limited Common Areas and Facilities" (which term has the same meaning set out in Section 1 of Chapter 183A; i.e., "a portion of the common areas and facilities allocated by the Master Deed or any amendment thereto for the exclusive use of one or more, but fewer than all, of the Units"):

A. **Patios and Balconies.** Certain Residential Units shall have as appurtenant to it the right and easement for the exclusive use of the patio/balcony to which such Unit has sole and direct access from its interior and which is located directly outside of such Unit, as shown on the Site Plan and Floor Plans. The Trustees of the Condominium Trust are responsible to maintain, repair and replace the patios/balconies. Each Residential Unit owner may place ordinary items of furniture, carpets and plants on the balcony appurtenant to his Unit, provided that no balcony shall be overloaded and all such furniture, carpets and plants shall be entirely contained within the said balcony and be the responsibility of the Unit

owner. No Unit owner shall enclose or otherwise modify the appearance of the patio or balcony appurtenant to his Unit.

B. Parking Stalls.

(i) Residential Parking. Appurtenant to each Residential Unit is the right and easement for the exclusive use of one (1) parking stall located either in the parking garage of the Building in which the Unit is located (the "Interior Stall") or in the exterior parking areas of the Condominium (the "Exterior Stalls"), as designated on the Floor Plans or Site Plan, as the case may be, and/or in the first deed to such Unit. All of the Interior Stalls and all of the Exterior Stalls reserved for use by the owners of Residential Units and their tenants and invitees are hereinafter collectively referred to as the "Residential Parking Stalls". Each owner and occupant of a Residential Unit shall use only the Residential Parking Stall(s) appurtenant to his Unit. The Declarant may provide for the exclusive use of additional parking stalls to a Residential Unit (either Interior Stall or Exterior Stall) as designated on the Floor Plans or Site Plan, as the case may be, and/or in the first deed to such Unit, or by separate instrument.

(ii) Commercial Parking. Appurtenant to some Commercial Units, including Subdivided Units (as defined and/or detailed below), there may be (a) the exclusive right and easement to use Exterior Stall(s) as designated on the Floor Plans or Site Plan, as the case may be, and/or in the first deed to such Unit, or by separate instrument, and (b) the Commercial Units have the general right to use the unassigned Exterior Stalls shown on the Site Plan. All of the Exterior Stalls reserved for use by the owners of the Commercial Units and their tenants and invitees are collectively referred to as the "Commercial Parking Stalls"; and the Residential Parking Stalls and Commercial Parking Stalls, together are collectively referred to as the "Parking Stalls".)

(iii) Use of Parking Stalls. The Declarant shall hold the right and easement in gross to use each Parking Stall until such time, if at all, as the Declarant expressly conveys the right and easement for the exclusive use of such Parking Stall to a Unit owner, after which time the easement for the exclusive use of such Parking Stall shall be appurtenant to said Unit. The Declarant reserves the right and easement in gross to use all Parking Stalls not so made appurtenant to a Unit and the right to convey to Unit Owners, either in Unit deeds or by separate instrument, easements for the exclusive use of a Parking Stall for such consideration as the Declarant determines, and such consideration shall be and remain the Declarant's property. While the Declarant retains the easement to use any Parking Stall, the use of such Parking Stall shall not be subject to the restrictions set out in the Master Deed or any rules and regulations established by the Trustees of the Condominium Trust; and, the Declarant expressly reserves the right to permit the use of such Parking Stalls for parking by sales personnel, contractors and others and to use and rent, license or lease such Parking Stalls. Upon conveyance of the last Unit owned by Declarant, the Declarant's right and easement in all remaining spaces not previously assigned to any unit will vest in the Trustees of the Condominium Trust without any further instrument of conveyance.

Notwithstanding, anything herein to the contrary, the owners of a Unit to which an easement for the exclusive use of a Parking Stall is appurtenant may convey, assign and transfer said easement only to the owner(s) of another Unit, and thereafter such easement shall be appurtenant to the Unit to which it was transferred.

The use of the unassigned Parking Stalls (those Parking Stalls for which the exclusive use has not been assigned to one or more Unit owners) are for the general use of visitors to the Condominium and shall not be used by the owners and occupants of the Units unless authorized to do so by the Trustees of the Condominium for purposes such as handicap parking accommodations. The Trustees of the Condominium Trust may establish rules and regulations over the use of the Parking Stalls, provided that such rules and regulations are consistent with the foregoing and the exclusive use rights provided for above and otherwise apply generally to the owners of the Residential Units and the Commercial Units, and their respective lessees and guests. Residential Parking Stalls (whether Interior or Exterior) and Exterior Stalls (other than those expressly designated for commercial vehicles, as provided for above) may be occupied by private noncommercial passenger vehicles only, and may not be used for any purpose except the parking of such vehicles. The term "private noncommercial passenger vehicles," as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. No walls shall be constructed around Parking Stalls and storage shall not be permitted in Parking Stalls (except in the designated Storage Areas, as provided below). Boats, trailers and unregistered or inoperable vehicles shall not be stored in Parking Stalls or elsewhere in the Condominium.

The Unit owner(s) and their guests and visitors shall bear all risks, including of theft and vandalism, in connection with the use of the Parking Stalls and every vehicle parked in a Parking Stall must carry appropriate insurance (including liability insurance). Each Unit owner and lessee hereby releases the Condominium Trust from any liability in connection with his use of the Parking Stalls and in connection with the parking of any vehicle in a Parking Stall, except for the gross negligence or willful malfeasance of the Condominium Trust or its agents or employees.

The Trustees of the Condominium Trust shall maintain, repair and replace the structural portions of the parking garage and areas, and all parking ramps, driveways, and paved surfaces thereof in accordance with the Condominium Trust.

C. Outdoor Space. Commercial Units shall have as appurtenant to them the right and easement for the exclusive use of the outdoor area to which such Unit has direct access from its interior and which is located directly outside of such Unit as shown on the Site Plan and Floor Plans. In the event a Commercial Unit is a restaurant use, such exclusive use outdoor area may be used for outdoor seating. The Commercial Unit owner shall be solely responsible to maintain, repair and replace this outside exclusive use area. The Commercial Unit owner shall comply with all maintenance, repair and replacement requests of the Trustees of the Condominium Trust to insure that this exclusive use area remains consistent with other portions of the Common Areas and Facilities. If the Commercial Unit owner fails to do so, the Trustees of the Condominium Trust may maintain, repair and replace this Limited Common Areas and Facilities and assess the Commercial Unit owner the full amount of any expense so incurred.

D. Storage Areas. Residential Units and Commercial Units have as appurtenant to it the right and easement for the exclusive use of storage areas in the Building as shown on the Floor Plans and/or designated in the first deed to such Unit. Notwithstanding, anything herein to the contrary, the owners of

a Unit to which an easement for the exclusive use of a storage area is appurtenant may convey, assign and transfer said easement only to the owner(s) of another Unit, and thereafter such easement shall be appurtenant to the Unit to which it was transferred. No hazardous materials including, but not limited to fuel of any sort, shall be placed or kept in storage areas.

E. Commercial Unit Signage. Appurtenant to each Commercial Unit, including Subdivided Units (as defined and/or detail below), is the exclusive right to install and maintain signage on the exterior of the Building in compliance with the applicable Town of Reading requirements.

The Limited Common Areas and Facilities shall also be subject to the restrictions set forth in Section 9 below and to the reserved rights, interests and easements set forth in Section 10 below.

9. Statement of Purpose and Restrictions on Use of Units.

A. Residential Units. Each of the Residential Units is to be used solely for residential purposes, and uses strictly incidental thereto, and shall be subject to the following restrictions: No business activity of any nature shall be conducted in any Unit, except for home professional pursuits without regular visits by the public and without business deliveries of any nature.

(i) Customary household pets may be kept in any Unit pursuant to any restrictions and regulations contained in the Condominium Trust; provided, however, that (a) no such pets are raised or bred for commercial and/or remunerative purposes, (b) such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations, (c) such pets do not create a nuisance, as the Trustees may in their reasonable discretion determine, (d) any such pet(s) are duly registered with the Trustees, (e) the conduct of such pet(s) upon and in the Common Areas and Facilities is subject to rules and regulations adopted from time to time by the Trustees and (f) a unit owner may not have more than a combination of two (2) dogs and/or or two (2) cats (meaning no more than a total of two (2)).

(ii) No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit.

(iii) In addition to the other provisions of this Section 9, the following conditions and restrictions shall apply to the renting or leasing of Residential Units:

- (a) Each and every lease or tenancy agreement must be for the entire Unit and must be in writing and be for a term of not less than one (1) year;
- (b) No Unit may be used for transient or hotel purposes;
- (c) The occupancy of each Unit shall be for not more than two (2) unrelated persons;
- (d) Leasing or rental of the "Affordable Housing Units" shall be subject to regulation by the Town of Reading and the affordable housing rider to each Affordable Housing Unit deed (the "Deed Rider"), which shall incorporate the provisions of this Section 9A, and in no event shall an Affordable Housing Unit be rented at market rate rent;

- (e) Every lease or tenancy agreement permitting non-owner occupants use, possession, or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Section 9, the Condominium Trust, and the rules and regulations issued thereunder, as each may be amended from time to time, and shall require that the failure of said non-owner occupant to comply with any of the terms of the Master Deed, Condominium Trust, and/or rules and regulations, as amended, shall be a default under said lease or tenancy agreement. A copy of said rules and regulations, and a copy of Section 9A of the Master Deed, shall be attached to, and incorporated by reference in, each such written instrument. During the period of occupancy under each such Lease and tenancy agreement, the owners of the leased Unit shall be deemed to have irrevocably appointed the Trustees of the Condominium Trust as said Unit owners' attorney-in-fact to seek, at said Unit owners' expense, the eviction of, and/or equitable relief and/or damages from, such occupants upon any breach of said agreement or a substantial or continuing violation of the Master Deed, Condominium Trust or the rules and regulations promulgated pursuant thereto, provided that the Trustees first give the Unit owner notice of said violation and a reasonable opportunity to affect a cure. In no event shall the foregoing provisions, or anything else herein, be deemed to create a landlord/tenant relationship between the Trust and a Unit occupant.
- (f) In the event that during the occupancy of Unit, the tenant demonstrates a disregard for the provisions of this Master Deed, the Condominium Trust and/or the rules and regulations, the Trustees shall so notify the Unit owner, who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term;
- (g) All residential leases shall contain the following notice, in capital letters, double space:

THE APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING – NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE, ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS UNDER SAME, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THESE DOCUMENTS, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THEM, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAYBE EVICTED BY THE TRUSTEES

OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKES PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

B. Commercial Units. The Commercial Units may be used for any commercial or business purpose permitted hereunder and by the Town of Reading. The Commercial Units may be subdivided and combined as and to the extent provided below. The Commercial Units shall be subject to such restrictions as the Declarant deems appropriate in its absolute discretion. If any governmental license or permit shall be required for the proper and lawful conduct of the business in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the owners thereof of the Condominium Trust or the Trustees, the owner of such particular Unit at its expense shall procure and maintain such license or permit, submit same to inspection by the Trustees and comply with all terms and conditions thereof. Any Commercial Unit that maintains a kitchen exhaust duct shall maintain and service it on a regular basis and as required by law including, but not limited to, compliance with NFPA 96 standards.

C. Except as is otherwise expressly provided herein, the architectural and structural integrity of the Building and the Units shall be preserved without modification; and, to that end, without limiting the generality of the foregoing: no balcony, patio, enclosure, awning, screen, antenna (except to the extent an antenna or satellite dish is permitted by federal law), sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof without the express, prior written consent of the Trustees of the Condominium Trust; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and, no painting or other decorating shall be done on any exterior part or surface of a Unit or a Building, including its windows, unless the same shall have been approved in advance by the Trustees. Notwithstanding the foregoing, the restrictions contained in this Section 9C shall not be deemed to restrict the rights of (i) the Commercial Unit Owners to install and maintain signage and (ii) the Unit owners to decorate the interior of their Units as they may desire; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit owner's right to move, remove, alter or change any interior, non-structural wall or partition, nor change the use and/or designation of any room within his Unit (except as otherwise provided in the Master Deed or a Unit Deed); provided, however, that such alteration shall not adversely affect the structural integrity of the Building nor overload the Building systems and provided further, that: (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and, if required by the Trustees, an amendment of the Master Deed and all plans to be recorded therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than that of the Trustees; (3) all necessary and proper permits and/or approvals are obtained by the Unit Owners from all appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) all contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with proof of same prior to the commencement of work.

D. All use and maintenance of the Units and the Common Areas and Facilities (including the Limited Common Areas and Facilities) shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner or occupant shall use or maintain his

Unit, the Limited Common Areas and Facilities appurtenant to it, or the Common Areas and Facilities in any manner or condition that will impair the value, or interfere with the beneficial enjoyment, of the other Units and the Common Areas and Facilities or is otherwise contrary to or inconsistent with the provisions of this Master Deed and the Condominium Trust, as the same may be amended from time to time. No illegal, immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the owner of said Unit and those relating to the Common Areas and Facilities shall be eliminated by the Trustees, except as may be otherwise provided for herein.

E. The restrictions contained in this Section 9 are imposed for the benefit of each of the Unit owners and the Trustees of the Condominium Trust and shall be enforceable by each Unit owner and also by the Trustees to the extent permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this Section 9 except such as occur during his ownership of a Unit. Insofar as permitted by law, these restrictions shall be perpetual; and, to that end, they may be extended at such time or times and in such manner as permitted or required by law.

10. Reserved Rights, Interests and Easements

A. Declarant's Development Rights.

Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom the Declarant specifically assigns the rights, interests and easements set forth in this Section, in whole or in part and whether absolutely or by way of security) the following rights, interests and easements:

(i) The Declarant shall have the right interest and easement in the Common Areas and Facilities to construct, erect and install on the Land (and the Building) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable after obtaining all required local approvals and so as to be consistent with the Approvals:

- (a) Additional roads, driveways, parking areas, walks and paths;
- (b) New or additional fences or decorative barriers or enclosures, and other structures of every character, whether or not shown on the Site Plan; and
- (c) New or additional conduits, pipes, plumbing, satellite dishes, wires, poles and other lines, equipment, installations and facilities of every character for the furnishing of utilities and other services, whether or not shown on the Site Plan or Floor Plans.

(ii) The Declarant reserves unto itself, and, without limitation, its agents, representatives, servants, employees and contractors, the right and easement to use, occupy, and alter, the Common Areas and Facilities for all purposes necessary or desirable in order to complete the development of the Condominium and/or to comply with the requirements and conditions of the Approvals. The Declarant further reserves the right to grant easements to others across and

under the Premises for the installation and maintenance of existing or future utilities and the right to grant easements to others to use the driveways and other areas of the Condominium for vehicular and pedestrian traffic, such rights to survive the sale of the last unit of the Condominium or any other time limit proscribed in this Master Deed, which when recorded shall take priority over any prior recorded unit deeds, mortgages and/or other encumbrances.

(iii) Without limiting the generality of the foregoing, and in furtherance thereof, the Declarant reserves for itself, and, without limitation, its agents, representatives, servants, employees and contractors, the right and easement to enter upon and pass and repass over all or any portion of the Common Areas and Facilities of the Condominium, and if necessary the right to enter into the Units, with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, connecting, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character (including associated poles, tanks, pipes, cables, walls, ducts, conduits, and like facilities), roads, drives, walks and all such other structures, appurtenances and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, the subdivision and combining of Units as authorized below and the development of additional Common Areas and Facilities should the Declarant elect to construct same pursuant to the rights reserved herein. This right and easement shall include, without limitation, the right to pass and repass on and over, build upon and develop the Land (and the Building), and includes, without limitation, the right to construct, transport, handle and store at, in or upon the Common Areas and Facilities of the Condominium temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said construction and development work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion, for said construction and development work and the right to install, connect with, make use of, maintain, repair and replace any and all utility and other service lines, pipes, conduits, sewers and drainage lines which may from time to time be located in, upon and over the Land and the improvements constructed thereon. This right and easement shall also include: the right to reasonably restrict the use of portions of the Common Area and Facilities 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 Unit during such periods of restriction); the right to leave debris resulting from construction in the Common Areas and Facilities, provided same do not endanger safety; the right to reasonably interrupt for brief intervals of time, water, gas, electric and other utilities and services in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Units or Common Areas and Facilities without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; and, in general, the right to do all things necessary or desirable in order to construct, complete and revise the Building, Units and the Common Areas and Facilities contemplated herein. These rights and easements shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation and are intended to be broadly construed to provide fully for the development of the Condominium as contemplated herein. The number of parking stalls on the Land shall not be permanently reduced as a result of Declarant's rights herein.

(iv) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or

upon the Building and other structures and improvements forming a part thereof (other than a Unit not owned by the Declarant), such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(v) The Declarant reserves the right to amend, restate, and/or reaffirm the Master Deed or otherwise take whatever steps that may be required to complete the Condominium and construction of the Building, improvements and Units as contemplated herein, notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein, so long as any such act or omission shall not be in violation of any rule of law, then in effect. Each Unit owner and each person claiming by, through or under a Unit owner (including the holder of any mortgage or other encumbrances on a Unit), by acceptance and recording of a deed, mortgage or notice of a lien or encumbrance of or on a Unit, and each Condominium Trustee, by acceptance of office as Trustee, shall thereby have consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium or proposed by the Declarant or the Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit owner, or mortgagee, lienholder or Condominium Trustee shall object in any way to any such governmental permit, approval or zoning relief. At the request of the Declarant, all Unit owners and the Condominium Trustees shall join in any application for such governmental permit, approval or zoning relief, provided the Declarant shall bear any costs therefor. The Declarant, and each successor and assign of the Declarant ("Successor Declarant") or a Successor Declarant, has the right, by written instrument recorded with the Registry of Deeds, to assign, convey and transfer the Development Rights to any assignee or assignees on any terms and conditions which the Declarant or the Successor Declarant(s) then holding such rights deems appropriate. Such assignment may be included in a deed conveying a Unit or Units to a Successor Declarant or in a separate instrument and, until so transferred and conveyed, the Development Rights shall remain the property of the original Declarant or the Successor Declarant(s) to whom the Development Rights were previously transferred and conveyed. Limited or partial Development Rights may be so transferred, and Development Rights may be so transferred so as to limit their exercise to any portion of the Land or the Buildings indicated by the transferor.

(vi) Mortgage of Development Rights. The Declarant and every Successor Declarant has the right to mortgage, pledge and/or grant a security interest in the Development Rights to any person and on any terms and conditions which the Declarant or Successor Declarant then holding such rights deems appropriate, and the foreclosure of any mortgage covering the Development Rights, alone or in combination with other collateral, or a deed in lieu of such foreclosure, shall be deemed to transfer and convey the mortgaged, pledged or granted Development Rights to the transferee and such transferee shall be deemed a Successor Declarant unless a contrary intent is clearly expressed.

(vii) Consent. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance of office or recording of a deed or mortgage to a Unit, as the case may be, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Development Rights without the necessity of securing any further consent or execution of any document by such Trustee, owner or mortgagee, and does hereby appoint the Declarant, and its successors and assigns, 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 Condominium Trustees, Unit owners and mortgage holders, at the Declarant's request, shall execute whatever confirmatory instruments that the Declarant or its successors or assigns deems appropriate or necessary in order to perfect, carry out, or effectuate the Development Rights.

(viii) Notwithstanding anything else herein to the contrary, the Declarant has the right and easement to construct and do all things necessary to comply, and ensure the Condominium remains in compliance, with Approvals, and all related instruments, as all such documents may from time to time be amended or extended.

B. Subdivision of Commercial Units. The Declarant, and such Commercial Unit owner(s) to whom the Declarant may expressly transfer and assign such right by reference hereto, may subdivide a Commercial Unit into two or more Units (such Units hereinafter called the "Subdivided Units") for the purpose of using, selling or leasing one or more of the Subdivided Units, provided that such subdivision shall be affected only in accordance with the following terms and conditions:

(i) Any and all work with respect to such subdivision shall be done pursuant to the rights, easements and interests reserved by the Declarant in Section 10A, at the sole cost and expense of the Commercial Unit owner performing such subdivision and shall be done in a good and workmanlike manner without undue disturbance to other Commercial Unit owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a registered architect or engineer and/or which have been submitted and approved in writing by the Declarant.

(ii) The Declarant, or other Commercial Unit owner to whom the Declarant assigned the right to subdivide a Unit, shall give Subdivided Units new unit designations and shall record in the Registry of Deeds for the Subdivided Units together with (a) plans of the Subdivided Units showing the layout of said Units and bearing the verified statement of a registered architect, registered professional engineer or a registered land surveyor required by Chapter 183A in connection with unit plans and floor plans recorded with the Master Deed and (b) a certificate signed by the Declarant (or the Commercial Unit owner to whom the Declarant assigned the right to subdivide said Unit) referring to this Section 10B, identifying the affected Units, stating that all subdivision work has been performed in accordance with this Section 10B and setting forth the new respective percentage interests of the Subdivided Units, calculated as provided in Section 10(B)(vi) below. Such new plans and certificate shall be recorded as an amendment to this Master Deed and, notwithstanding anything else in the Master Deed or the Condominium Trust to the contrary, need only be signed by the Declarant or by the owners of the Subdivided Units as assignee of the Declarant.

(iii) The Declarant, and a Commercial Unit owner to whom the Declarant has expressly assigned the right, may relocate Common Areas and Facilities if reasonably necessary for the construction of Subdivided Units and may also remove and eliminate or relocate (by relocation of existing walls and/or construction of new walls and relocation of equipment and apparatus, as necessary) an existing mechanical room which formerly serviced a subdivided Commercial Unit if, as a result of such subdivision (a) said mechanical room is no longer needed as an area in which

to locate heating or air-conditioning equipment, utility meters or similar equipment or apparatus servicing any Unit or (b) such equipment and apparatus could be more efficient if relocated in a manner so as to allow more efficient connection by the Units serviced by said mechanical room with the equipment or apparatus located within such room. Such removal may be accomplished by removal of equipment and apparatus therefrom and the elimination of any common wall(s) no longer necessary to demarcate such mechanical room and the area formerly comprising such mechanical room shall no longer be a Common Area and Facility of the Condominium. The area formerly comprising any mechanical room so eliminated shall become a part of the Subdivided Unit(s) to which it is in closest proximity, in the discretion of the Declarant or the Commercial Unit owner to whom the Declarant assigned the right to subdivide and, in the event of any dispute between the owners of the Subdivided Units as to which such Unit(s) should include such area, the Declarant shall make such determination. If a mechanical room is relocated, it may be relocated into either an existing Common Area and Facility of the Condominium or into a portion of one or more of the Subdivided Units, in the discretion of the Declarant or Unit owner performing such subdivision, and such mechanical room as relocated shall thereafter be a Common Area and Facility of the Condominium and not part of any Unit.

(iv) When, as part of the subdivision of a Commercial Unit, the Declarant or Unit Owner performing such subdivision creates a common hallway to provide access to, or a means of egress from, either the Subdivided Units or any other Unit, such hallway may be created by removal or relocation of existing walls and/or construction of new walls, as necessary, and shall be deemed a Common Area and Facility following such subdivision and shall be operated and maintained as such. In the alternative, when as part of a subdivision of a Commercial Unit, a former common hallway will no longer be fully necessary or otherwise required by law to provide access to, or a means of egress from, the Subdivided Units or any other Unit, the Declarant or Unit Owner performing such subdivision may (a) remove so much of such common hallway as is no longer necessary either to provide such access to such Units or such a means of egress (by removal or relocation of existing walls and/or construction of new walls, as necessary, in order to make the area formerly contained in said hallway a part of one or more of the Subdivided Units) and, once removed, shall be discontinued as a common hallway and Common Area and Facility or, (b) if such common hallway is not susceptible of complete elimination but may be relocated in a manner that provides adequate access to, and a means of egress from, the Combined Units or any other Units formerly served by such hallway, such common hallway may be relocated through the Subdivided Units as the respective owners of each such Unit may agree and such common hallway as relocated shall become, and thereafter be operated and maintained as, a Common Area and Facility of the Condominium.

(v) Any Commercial Unit owner other than the Declarant (a "Responsible Unit Owner") performing work pursuant to this Section 10B that affects the Common Areas and Facilities in any manner ("Common Area Work") shall indemnify and hold harmless the Trustees and all other Unit owners from any loss or damage that any of them may suffer as a result of any such work or the failure of the Responsible Unit Owner to complete such work in a timely and good and workmanlike manner. To the extent the Responsible Unit Owner fails to complete any such work in a timely and good and workmanlike manner, the Trustees may take such steps as are reasonably necessary or convenient to effect completion of such work and the Responsible Unit Owner shall be personally liable for the cost of completing such work, which, if not paid when demanded, shall be added to the common expenses assessed against the Unit(s) owned by the

Responsible Unit Owner and shall constitute a lien against such Unit(s) under the Condominium Trust and Section 6 of Chapter 183A.

(vi) The sum of the respective percentage interests in the Common Areas and Facilities assigned to Subdivided Units shall equal the percentage interest formerly assigned to the subdivided Commercial Unit from which the Subdivided Units were created. Said total percentage interest shall be allocated among the Subdivided Units on the basis of their respective market values or any other means that complies with the requirements of Chapter 183A.

C. Combination of Contiguous Units.

(i) The owner of two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings must be done in a good and workmanlike manner in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees of the Condominium Trust, who may impose such reasonable conditions upon their approval as they deem necessary or proper. No work shall be performed which will materially affect the structural integrity of the Building nor any other part of the Condominium, and a Unit owner combining Units shall indemnify and hold harmless the Condominium Trust and all other Unit owners from any loss, claim or liability that they may suffer or incur as a result of such work or the combination of the owner's Units.

(ii) Upon completion, combined Units shall be treated as one Unit for all purposes, in furtherance whereof the owner(s) of the combined Units shall prepare, execute and record, at such owners' sole expense, an amendment to this Master Deed, which shall:

- (a) also be executed by the Trustees of the Condominium Trust;
- (b) refer to this Section 10C, identify the affected Units, and set forth the new percentage interest of the combined Unit, which shall equal the sum of the percentage interests of the combined Units; and
- (c) be recorded with (i) a plan of the combined Unit showing the layout of said Unit and bearing the verified statement of a registered architect, registered professional engineer or a registered land surveyor required by Chapter 183A in connection with unit plans and floor plans recorded with the Master Deed and (ii) a certificate signed by said owner(s) referring to this Section 10C and stating that all work in combining the Units was performed in accordance with its provisions.

(iii) When combining Units hereunder, the Declarant or Unit Owner performing such work may relocate or create common hallways to provide access to, or a means of egress from, any such Unit. Such hallways may be created by removal or relocation of existing walls and/or construction of new walls, as necessary, and shall be deemed a Common Area and Facility and shall be operated and maintained as such. In the alternative, when as part of the combination of Units, a former common hallway will no longer be fully necessary or otherwise required by law to provide access to, or a means of egress from, any Unit, the Declarant or Unit Owner performing such work may (a) remove so much of such common hallway as is no longer necessary either to

provide such access means of egress (by removal or relocation of existing walls and/or construction of new walls, as necessary, in order to make the area formerly contained in said hallway a part of a combined Unit) and, once removed, such former hallway shall be discontinued as a Common Area and Facility or, (b) if such common hallway is not susceptible of complete elimination but may be relocated in a manner that provides adequate access to, and a means of egress from, the combined Units and other Units formerly served by such hallway, such common hallway may be relocated through combined Unit(s) as the owners of each such Unit may agree and such common hallway as relocated shall become, and thereafter be operated and maintained as, a Common Area and Facility of the Condominium.

(iv) The owner of any Unit so combined may thereafter restore such Unit as separate Units in the same configuration as existed immediately before such Units were combined. In doing so, said owner must comply with the requirements contained in Section 10B above for combining Units.

(v) Notwithstanding anything herein to the contrary, the Declarant and its successors and assigns may combine Units that they own, and thereafter divide said combined Unit back into separate Units, pursuant to the provisions of this Section 10C and the rights, easements and interests reserved in Section 10A above, without complying with the requirements contained in this Sections 10C(i), 10C(ii)(a) or 10C(iv) or interference by the Condominium Trustees or any other Unit owner.

D. Additional Declarant Rights.

(i) Notwithstanding the provisions contained in Section 9 above, until all of the Units have been sold by the Declarant or any Successor Declarant, the Declarant and any Successor Declarant, as owner of any Unit(s), shall have the same rights as any other Unit owner; and, in addition to the foregoing, the Declarant reserves on its behalf and on behalf of every Successor Declarant the right, while it holds any Development Rights or otherwise owns any Unit(s), to:

- (a) lease, rent and/or license the use of any Unit owned by the Declarant or such Successor Declarant;
- (b) use any Unit owned by the Declarant or such Successor Declarant as a model for display for the purposes of selling or leasing condominium units (whether or not such units are part of the Condominium);
- (c) use any Unit owned by the Declarant or such Successor Declarant for office work purposes, and otherwise perform any work and transact any other business on the Condominium property to complete the development thereof and to facilitate the marketing of any Units; and
- (d) use any Storage Area appurtenant to any unsold Unit or for which an easement for the use of such Storage Area has not otherwise been granted and the right to grant the exclusive right and easement to use such Storage Area, for such consideration as the Declarant determines, and such consideration shall be and remain the Declarant's property.

(ii) The Declarant also reserves for itself and its successors and assigns the right and easement to use Parking Stalls, as provided in Section 8(B) (iii) above, and the right to grant the exclusive right and easement to use such Parking Stalls, for such consideration as the Declarant determines, and such consideration shall be and remain the Declarant's property. While the Declarant retains the easement to use any Parking Stall, the use of such space shall not be subject to the restrictions set out in this Master Deed or the Condominium Trust; and the Declarant expressly reserves the right to permit the use of such parking stalls for parking by sales personnel, contractors and others and to rent lease or license the use of such spaces on such terms and conditions as the Declarant determines.

(iii) The Declarant also reserves for itself and its successors and assigns the right and easement to enter the Common Area and Facilities to investigate and repair, if necessary, any work undertaken by Declarant that is claimed to be defective and Declarant's responsibility to address.

E. Trustee Rights.

The Trustees shall have the right of access to each Unit, and the Limited Common Areas and Facilities appurtenant to it, to:

- (i) inspect the Unit and to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building;
- (ii) remove violations therefrom; and
- (iii) exercise any other rights or satisfy any other obligations they may have as Trustees.

11. The Unit Owners' Organization.

The organization through which the Unit owners will manage and regulate the Condominium is The Postmark Condominium Trust (the "Condominium Trust"), created by a declaration of trust of even date recorded herewith. The Condominium Trust establishes an organization in which the Unit owners shall be members and in which each Unit owner shall have a beneficial interest equal to his Unit's percentage of undivided interest in the Common Areas and Facilities under this Master Deed. The name and address of the original and present Trustee of the Condominium Trust is: 136 Haven Street LLC of PO Box 780, Lynnfield, Massachusetts 01940. (The terms "Trustees", as used in this Master Deed, shall be deemed to include the successors in trust to the original Trustee of the Condominium Trust, as well as the trustee or trustees for the time being under the Condominium Trust.) The mailing address of the Condominium Trust is initially established as PO Box 780, Lynnfield, Massachusetts 01940.

Pursuant to and in accordance with the provisions of Chapter 183A, the Trustees of the Condominium Trust have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust. The By-Laws provide for the separate operation, maintenance, repair and replacement of the Residential Limited Common Areas and the Commercial Limited Common Areas; and whenever this Master Deed refers to action by the Trustees of the Condominium Trust, such action shall be taken by those Trustees directed by the By-Laws, as and in the manner provided by the By-Laws.

12. **Easement for 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 or shifting of a Building, (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, (c) repair or restoration of a Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Building stands.

13. **Units Subject to Master Deed, Unit Deed, Condominium Trust, Approvals And Activity and Use Limitation.**

A. All present and future owners, tenants, visitors and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit deed conveying such Unit, the Condominium Trust and the By-Laws contained therein, and the rules and regulations promulgated pursuant thereto, as they all may be amended from time to time, the items affecting title to and use of the Land, and Chapter 183A. The acceptance of a 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 conveying such Unit, the Condominium Trust and the By-Laws, and the rules and regulations promulgated pursuant thereto, as they all may be amended from time to time, and the said items affecting title to and the use of the Land, including the Approvals as such instruments may be in effect, are accepted and ratified by such owner, tenant, visitor or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and the Units and shall bind any person having at any time any interest or estate in such Unit as if such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (ii) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws, and the rules and regulations promulgated pursuant thereto, and said items affecting title to and the use of the Land by any such person shall be deemed a substantial violation of the duties and obligations of the owner of such Unit.

B. The failure of any Unit owner to comply with any of the provisions of the Master Deed, the Condominium Trust and the By-Laws, the Rules and Regulations adopted pursuant to said Trust, Chapter 183A, and said items affecting title to and the use of the Land, as each may be amended from time to time, shall give rise to a cause of action in the Trustees, and any aggrieved Unit owner, which may be enforced in any manner permitted by law or in equity, including, without limitation, by court action for injunctive relief and damages.

14. **Amendment of Master Deed.**

A. **Declarant's Consent.** Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as the Declarant or a Successor Declarant owns one or more Units in the Condominium or continues to hold Development Rights under Section 10 hereof, any amendment to the Master Deed or Condominium Trust must only be signed by the Declarant and/or such Successor Declarant.

B. **General Amendments.** Except as otherwise provided herein, this Master Deed may be amended by: (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the

undivided interests in the Common Areas and Facilities; (ii) when (and only when) such amendment would materially affect the rights of any mortgagee, the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by any provision of the Master Deed or of the Condominium Trust, in which case such higher specified percentage shall apply) of the holders of first mortgages on the Units (based upon one vote for each first mortgage); and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective upon the recording with the Registry of Deeds of an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who shall certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit owners, first mortgagees and Trustees; provided, however, that:

(i) No such instrument shall be of any force or effect unless it has been recorded in the Registry of Deeds within six (6) months after the requisite vote of the Unit owners and the Trustees, and any requisite assent of first mortgagees, has taken place

(ii) No instrument of amendment which alters the dimensions or use of any Unit shall be of any force or effect unless it has been signed by the owner(s) of the Unit so altered;

(iii) No instrument of amendment which alters the percentage of undivided interest in the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless it has been signed by all Unit owners whose percentage of the undivided interest is affected and said instrument is recorded as a Master Deed amendment;

(iv) No instrument of amendment affecting the rights of the owners of Commercial Units shall be of any force or effect unless it has been signed by the owners of Commercial Units holding not less than sixty-seven (67%) percent of the total percentage interest assigned to all of the Commercial Units and no instrument of amendment affecting the rights of the owners of the Residential Units shall be of any force or effect unless it has been signed by the owners of Residential Units holding not less than sixty-seven (67%) percent of the total percentage interest assigned to all of the Residential Units;

(v) 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;

(vi) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

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

(viii) No instrument of amendment which affects any right reserved by or granted the Declarant shall be of any force or effect unless the Declarant or its successors and assigns have executed said instrument; and

(ix) No instrument of amendment which disqualifies any first mortgages of record on

any Unit for sale to the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") shall be of any force or effect.

C. Special Amendments. Notwithstanding anything herein contained to the contrary, and in addition to the Declarant's development and other rights hereunder, the Declarant reserves the right and power to unilaterally execute and record a special amendment ("Special Amendment") to the Master Deed or the Condominium Trust at any time and from time to time to:

(i) bring same into compliance with the guidelines or requirements of the FNMA, FHLMC, the Government National Mortgage Association, 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) induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages of Units;

(iii) meet the requirements of any other governmental or quasi-governmental body or agency, including the United States Government, the Commonwealth of Massachusetts and the Town of Reading or any board, body, department or agency thereof;

(iv) meet the requirements of any insurance company or insurance underwriting office or organization;

(v) bring the Master Deed or the Condominium Trust into compliance with Chapter 183A; or

(vi) correct clerical or typographical errors, or cure any ambiguity, inconsistency or formal defect or omission in the Master Deed or in the Condominium Trust, or any exhibit, supplement or amendment thereto as determined in the sole discretion of the Declarant.

In furtherance of the foregoing, the Declarant reserves and is granted by anyone taking title to or accepting a mortgage of any Unit a power coupled with an interest to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit owner and mortgagee. 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, and a consent to the reservation, of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to the rights reserved hereunder shall terminate at such time as the Declarant no longer holds an interest in any Unit or in the Common Areas and Facilities, or any Development Rights, and the rights reserved hereunder shall be deemed to be assigned to any Successor Declarant with any transfer, conveyance or assignment of the Development Rights pursuant to Section 10 above and shall pass further to the Trustees of the Condominium Trust at such time that the Declarant and its successors and assigns no longer hold any interest in a Unit or Common Areas and Facilities, including any Development Right.

15. Provisions for the Protection of Mortgagees.

Notwithstanding anything contained in this Master Deed or in the Condominium Trust and

the By-Laws to the contrary, the following provisions shall apply for the protection of the holders of any mortgages of record with respect to the Residential Units (the "Mortgagees") and shall be enforceable by any Mortgagee for as long as the same are required in order to qualify mortgages of Residential Units for sale to FHLMC or FNMA, as applicable, under laws and regulations applicable thereto:

A. Any first Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedy provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses, charges, dues or assessments which accrued prior to the acquisition of title to such Unit by such Mortgagee, except as provided by Section 6 of Chapter 183A or otherwise by law.

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

C. Subject to the Declarant's Development Rights, except as provided by statute in the case of condemnation or substantial loss to the Units or the Common Areas and Facilities, and except where a lesser percentage is established by Chapter 183A (in which case the vote required by Chapter 183A shall apply), unless at least two-thirds of the first Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit owners nor the Condominium Trustees shall be entitled to take the following actions:

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

(ii) change the pro-rata interest or obligations of any individual Residential Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Residential Unit in the Common Areas and Facilities;

(iii) except as otherwise expressly provided herein, partition or subdivide any Unit;

(iv) except as otherwise expressly provided herein with respect to Common Areas and Facilities in the Commercial Building, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Residential Units or the Common Areas and Facilities outside of the Commercial Building for other than the repair, replacement or reconstruction thereof.

D. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner, or any other party, priority over any rights of a Mortgagee holding a first mortgage of such Unit pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the

Common Areas and Facilities.

E. Condominium assessments, dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must 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 in an amount equal to at least a two (2) months' estimated common area charges for each Residential Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Condominium Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

F. Any holder of a first mortgage on a Residential Unit (the "Eligible Mortgagees"), or an insurer or governmental guarantor of said first mortgage (the "Eligible Insurers or Guarantors"), upon written request made to the Trustees, which request shall identify the name and address of said mortgage holder, insurer, or governmental guarantor, as the case may be, and the Unit number or address of said mortgaged Unit, shall be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss that affects a material portion of the Condominium or any Unit in which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer or Guarantor, as applicable;

(ii) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(iii) Notification of any default in the performance by the individual Unit owner/borrower of any obligation under the Master Deed or Condominium Trust that is not cured within sixty (60) days;

(iv) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

(v) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as expressly provided in this Section 15; and

(vi) Upon such written request, the following additional information:

(a) A written certification as to the percentage of Unit owners who are more than one (1) month delinquent in the payment of condominium common expense charges or assessments; and

(b) A statement to the best of the Trustees' knowledge as to the percentage of Residential Units which have been sold and conveyed to *bona fide* purchasers (who have closed or who are legally obligated to close) and the percentage of Units which are occupied by individual Unit owners as their primary residence.

G. To the extent permitted by applicable law and subject to the Declarant's Development Rights, Eligible Mortgagees 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, as amended, unless other action is approved by the Eligible Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to the mortgages of Eligible Mortgagees;

(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 the Eligible Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to the mortgages of Eligible Mortgagees;

(iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of the Eligible Mortgagees holding mortgages on all the Units whose interests are to be changed, and which have at least fifty-one (51%) percent of the votes of all remaining Units subject to mortgages held by Eligible Mortgagees;

(iv) When professional management has been previously required by any Eligible Mortgagee or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgagee or Eligible Insurer or Guarantor at that time or later, any decision to establish self-management by the Condominium Trust shall require the prior consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to mortgages held by Eligible Mortgagees.

H. The Trustees shall make available to the Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage on any Unit, current copies of the Master Deed, the Condominium Trust, the By-Laws, any other rules and regulations concerning the Condominium and the books, records, and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

I. Any holder of a first mortgage on a Unit shall be entitled to, upon written request and free of charge, any audited financial statement performed for the immediately preceding fiscal year pursuant to the provisions of Section 10 of Chapter 183A. Any financial statement so requested shall be furnished within a reasonable time following such request.

J. Except for amendments to the Master Deed or Condominium Trust, or termination of the Condominium, made as a result of substantial destruction, damage, or condemnation of the Condominium property:

(i) The consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgagees holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to mortgages held by Eligible Mortgagees shall be required to terminate the legal status of the

Condominium; and

(ii) Unless a greater percentage is required by Chapter 183A or this Master Deed or the Condominium Trust, and except for those amendments the Declarant has expressly reserved the right to make, the consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to mortgages held by Eligible Mortgagees shall be required to add or amend any material provisions of the Master Deed or the Condominium Trust that establish, provide for, govern, or regulate any of the following with respect to the Residential Units:

- (a) Voting rights;
- (b) Assessments (where the proposed amendment seeks to increase previously assessed amounts by more than twenty-five percent), assessment liens, or subordination or the priority of such liens;
- (c) reserves for maintenance, repair, and replacement of the Common Areas and Facilities (or Units if applicable), where the proposed amendment seeks to reduce any such required reserves;
- (d) hazard insurance or fidelity bonds;
- (e) rights to use the Common Areas and Facilities (except for the creation of so-called Limited Common Areas and Facilities);
- (f) responsibility for maintenance and repair of the several portions of the Condominium (except for the creation of so-called Limited Common Areas and Facilities);
- (g) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium;
- (h) the boundaries of the Residential Units, where the proposed amendment seeks to materially redefine such boundaries;
- (i) the interests in the Common Areas and Facilities, where the proposed amendment seeks to reallocate such interests;
- (j) the convertibility of Residential Units into common areas or of common areas into Residential Units;
- (k) the leasing of Residential Units, where the proposed amendment seeks to impose additional restrictions on same;
- (l) imposition of any right of first refusal or similar restriction on the right of a Residential Unit owner to sell, transfer, or otherwise convey or mortgage his Unit; and

- (m) any provisions which are for the express benefit of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors.

K. Any Eligible Mortgagee that does not submit to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this subsection (G) or (J) above, as established by a certified or registered mail return receipt, shall be deemed to have consented to the addition or change set forth in such request. A certificate by the Trustees making reference to this provision, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 6.5 of the Condominium Trust.

L. No agreement for professional management of the Condominium, or any other contract with the Declarant, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice.

M. The provisions of this Section 15 are intended to 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. The provisions of this Section 15 may not be amended or rescinded without the consent of sixty-seven (67%) percent of all Eligible Mortgagees (based on one vote per first mortgage held), which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

16. Severability.

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

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 same, irrespective of the number of violations or breaches that may occur.

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 nor the intent of any provision hereof.

19. Conflicts.

If any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust or Chapter 183A, the following rules of construction shall apply:

A. With Chapter 183A. The Master Deed shall be interpreted to comply with the requirements of Chapter 183A, and said Chapter shall control as to all matters controlled thereby. In the event of a conflict between the provisions of this Master Deed and the provisions of Chapter 183A, the provisions of said Chapter 183A shall control.

B. With the Condominium Trust. In the event of any conflict between the provisions of this Master Deed and the provisions of the Condominium Trust, the provisions of this Master Deed shall control.

C. With Section 15. In the event of any conflict between the provisions of Section 15 above and any other provision in this Master Deed, the provisions of Section 15 shall control.

SIGNATURE PAGE TO FOLLOW

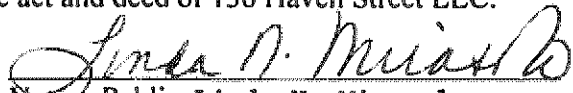
EXECUTED this 7th day of December, 2020.


136 Haven Street LLC,
by its Manager, Paul DiBiase

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7th day of December, 2020, before me, the undersigned notary public, personally appeared, Paul DiBiase Manager of 136 Haven Street LLC, 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 as the free act and deed of 136 Haven Street LLC.


Notary Public Linda N. Mirasolo
My Commission Expires: Aug. 12, 2022

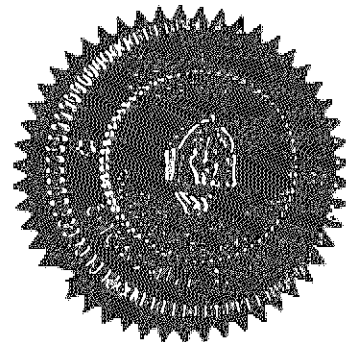


EXHIBIT A
to
MASTER DEED
of
THE POSTMARK CONDOMINIUM

DESCRIPTION OF LAND

A certain parcel of land situated in Reading, Middlesex County, Massachusetts, on the westerly sideline of Sanborn Street and the northerly sideline of Haven Street, bounded and described as follows:

Beginning at the southwest corner at a drill hole found in a granite post at land n/f of Reading Masonic Building Association;

Thence N 5°18'30" E one hundred sixty and sixty-seven one hundredths (160.67) feet by land of said Reading Masonic Building Association and land n/f of Ralph Barile et al to a point at land n/f of New England Telephone & Telegraph.

Thence S 83°59'20" E thirty-eight and twenty-six one hundredths (38.26) feet by land of said New England Telephone & Telegraph to a point.

Thence N 6°57'40" E one hundred fifty-seven and forty-five one hundredths (157.45) feet by land of said New England Telephone & Telegraph to a point at land n/f of Scott Fillmore & Janet Farinha and land n/f CREG-16 Sanborn PL LLC.

Thence S 83°12'40" E one hundred thirty-four and fifty-nine one hundredths (134.59) feet by land of said CREG-16 Sanborn PL LLC to the westerly sideline of Sanborn Street and a point which is S 6°51'50" W two hundred forty-nine and eighteen one hundredths (249.18) feet from a drill hole in a stone bound found.

Thence S 6°51'50" W four hundred eighty-nine and seventy-one hundredths (489.70) feet by said Sanborn Street to a point at its intersection with Haven Street.

Thence S 71°58'35" W one hundred eighty-six and two hundredths (186.02) feet by said Haven Street to the point begun at.

Containing 42,160 square feet as shown the Site Plan.

Subject to an easement to the Town of Reading Municipal Light Department recorded at the Registry of Deeds in Book 75279 Page 480 and shown on the Site Plan.

Being the same premises conveyed to the Declarant by deed from the United States Postal Service dated December 12, 2016 and recorded at Registry of Deeds in Book 68600, Page 498.

EXHIBIT B
To MASTER DEED of
THE POSTMARK CONDOMINIUM
DESCRIPTION OF BUILDING

The Condominium is comprised of one building. The building is located where indicated on the Site Plan. The building has a basement and five (5) floors or levels, and consists of fifty (50) residential living units and three (3) or more commercial units as described below.

The building has a basement level containing parking garage for 50 vehicles, a building electrical room, elevator mechanical room, garage elevator lobby room, building water room, building mechanical room, building utility rooms, hallways, a portion of one (1) elevator shaft, a portion of three (3) stairways, residential trash room, commercial trash room, loading & delivery room, and storage rooms. The basement level also contains Commercial Unit #1 Basement Level, Commercial Unit #2 Basement Level, and Commercial Unit #3.

The ground level of the building contains the main entry to the building, residential entry vestibule, hallways, mail area, common lounge, fitness room, rest room, janitor closet, a portion of one (1) elevator shaft, a portion of three (3) stairways, a common room back hall, and outdoor space which are part of the common areas and facilities. The ground level also contains Commercial Unit #1 Ground Level, Commercial Unit #2 Ground Level, and Residential Units 1001, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, and 1013.

The second level of the building contains a portion of two (2) stairways, a portion of one (1) elevator shaft and hallways which are part of the common areas and facilities. The second level also contains a portion of mechanical equipment and chases from Commercial Unit #2. The second level also contains Residential Units 2001, 2005, 2006, 2007, 2008, 2009, 2010, 2011, and 2012.

The third level of the building contains a portion of two (2) stairways, a portion of one (1) elevator shaft, a house electric room, a maintenance room, a residential electric and tel/data room, and hallways which are part of the common areas and facilities. The third level also contains a portion of mechanical equipment and chases from Commercial Unit #2. The third level also contains Residential Units 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, and 3012.

The fourth level of the building contains a portion of two (2) stairways, a portion of one (1) elevator shaft, a house electric room, a maintenance room, a residential electric and tel/data room, and hallways which are part of the common areas and facilities. The fourth level also contains a portion of mechanical equipment and chases from Commercial Unit #2. The fourth level also contains Residential Units 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, and 4012.

The penthouse level of the building contains a portion of two (2) stairways, a portion of one (1) elevator shaft, a maintenance room, an emergency electric room, a restroom, a residential electric and tel/data room, a wet bar area, common roof deck, and hallways. The penthouse level also contains Residential Units 5001, 5002, 5003, 5004 and 5005.

**EXHIBIT C
To MASTER DEED of
THE POSTMARK CONDOMINIUM**

DESCRIPTION OF UNITS

1) The Unit designation of each Unit, and statement of its location, approximate area, number of rooms (K-kitchen, LR-living room, D-dining room, BR- bedroom, and Baths- bathroom), and percentage interest in the Condominium's Common Areas and Facilities are as set forth below in this Exhibit C: Each Unit has immediate to the main hallway corridor on its floor, and certain units have access to the patio/balcony located directly outside of it.

Unit Designation	Unit Location	Approximate Area of Interior of Unit in Square Feet	Unit Rooms	Percent Interest
Commercial Unit #1	Basement Level & Ground Level	1,861		1.0800%
Commercial Unit #2	Basement Level & Ground Level	3,930		2.3400%
Commercial Unit #3	Basement Level Commercial	1,183		1.0140%
1001	Ground Level	934	K, LR, D, 1 BR, 1 Baths	1.8590%
1002	Ground Level	1,542	K, LR, D, 2 BR, 2 Baths	0.8100%
1004	Ground Level	1,570	K, LR, D, 2 BR, 2 Baths	2.4950%
1005	Ground Level	816	K, LR, D, 1 BR, 1 Baths	0.7200%
1006	Ground Level	1,126	K, LR, D, 2 BR, 2 Baths	2.0330%
1007	Ground Level	813	K, LR, D, 1 BR, 1 Baths	1.6240%
1008	Ground Level	1,108	K, LR, D, 2 BR, 2 Baths	2.0850%
1009	Ground Level	829	K, LR, D, 1 BR, 1 Baths	1.6900%
1010	Ground Level	1,161	K, LR, D, 2 BR, 2 Baths	2.2850%
1011	Ground Level	1,161	K, LR, D, 2 BR, 2 Baths	2.1470%
1012	Ground Level	764	K, LR, D, 1 BR, 1 Baths	1.5540%
1013	Ground Level	849	K, LR, D, 1 BR, 1 Baths	1.6220%
2001	Second Level	1,176	K, LR, D, 2 BR, 2 Baths	0.8100%
2005	Second Level	815	K, LR, D, 1 BR, 1 Baths	1.6400%
2006	Second Level	1,126	K, LR, D, 2 BR, 2 Baths	2.2300%
2007	Second Level	812	K, LR, D, 1 BR, 1 Baths	1.6090%
2008	Second Level	1,108	K, LR, D, 2 BR, 2 Baths	0.8100%
2009	Second Level	854	K, LR, D, 1 BR, 1 Baths	1.6710%
2010	Second Level	1,159	K, LR, D, 2 BR, 2 Baths	2.1810%
2011	Second Level	1,159	K, LR, D, 2 BR, 2 Baths	0.8100%
2012	Second Level	1,631	K, LR, D, 2 BR, 2 Baths	2.5680%

Unit Designation	Unit Location	Approximate Area of Interior of Unit in Square Feet	Unit Rooms	Percent Interest
3001	Third Level	1,175	K, LR, D, 2 BR, 2 Baths	2.1840%
3002	Third Level	1,422	K, LR, D, 2 BR, 2 Baths	2.6360%
3003	Third Level	1,548	K, LR, D, 2 BR, 2 Baths	2.4920%
3004	Third Level	1,422	K, LR, D, 2 BR, 2 Baths	2.5960%
3005	Third Level	813	K, LR, D, 1 BR, 1 Baths	1.6650%
3006	Third Level	1,129	K, LR, D, 2 BR, 2 Baths	0.8100%
3007	Third Level	813	K, LR, D, 1 BR, 1 Baths	1.6900%
3008	Third Level	1,106	K, LR, D, 2 BR, 2 Baths	2.0070%
3009	Third Level	854	K, LR, D, 1 BR, 1 Baths	0.7200%
3010	Third Level	1,161	K, LR, D, 2 BR, 2 Baths	0.8100%
3011	Third Level	1,161	K, LR, D, 2 BR, 2 Baths	2.2440%
3012	Third Level	1,629	K, LR, D, 2 BR, 2 Baths	2.5680%
4001	Fourth Level	1,175	K, LR, D, 2 BR, 2 Baths	0.8100%
4002	Fourth Level	1,420	K, LR, D, 2 BR, 2 Baths	2.5570%
4003	Fourth Level	1,548	K, LR, D, 2 BR, 2 Baths	2.6140%
4004	Fourth Level	1,422	K, LR, D, 2 BR, 2 Baths	2.4090%
4005	Fourth Level	811	K, LR, D, 1 BR, 1 Baths	1.6680%
4006	Fourth Level	1,126	K, LR, D, 2 BR, 2 Baths	2.1730%
4007	Fourth Level	812	K, LR, D, 1 BR, 1 Baths	0.7200%
4008	Fourth Level	1,106	K, LR, D, 2 BR, 2 Baths	2.0470%
4009	Fourth Level	854	K, LR, D, 1 BR, 1 Baths	1.7660%
4010	Fourth Level	986	K, LR, D, 2 BR, 2 Baths	2.3230%
4011	Fourth Level	986	K, LR, D, 2 BR, 2 Baths	2.0870%
4012	Fourth Level	1,629	K, LR, D, 2 BR, 2 Baths	2.6490%
5001	Penthouse Level	1,069	K, LR, D, 2 BR, 2 Baths	2.4670%
5002	Penthouse Level	1,439	K, LR, D, 2 BR, 2 Baths	3.1130%
5003	Penthouse Level	1,235	K, LR, D, 2 BR, 2 Baths	2.6550%
5004	Penthouse Level	1,217	K, LR, D, 2 BR, 2 Baths	2.7730%
5005	Penthouse Level	1,369	K, LR, D, 2 BR, 2 Baths	3.0580%
Total	53 Units	63,974		100.00%