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MASTER DEED

51-55 CHANDLER STREET CONDOMINIUM



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(a) Creation of Condominium

The undersigned, Arnold O. Martel, Jr., of 29 Magna Vista Circle, Tewksbury, Massachusetts, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered 51-55 Chandler Street, Tewksbury, Massachusetts, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state he proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(b) Description of Land

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

(c) Description of Building

The building on said land is described on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said building is hereinafter called the "Building."

(d) Description of Units

I. Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

II. Parking & Driveways

Each unit has a driveway and parking area leading to each unit's respective attached garage and perpendicular to the main entrance driveway. There is a common driveway entering from Chandler Street and running parallel to the Building.

III. Rear Patio and Yard

Each unit has use of a poured concrete patio area shown as a limited common area on the Master Plans recorded herewith, and use of a grass yard area to the rear of the Building with access via a rear door off of the first floor eating area of each unit. The patio and grass area between Unit 51 and 53, and the area between Unit 53 and 55, are separated by white vinyl fencing running approximately 24 feet in length from the rear of the Building.

(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the units described on Exhibit C hereto, subject to the rights of each unit owner to the limited common areas as provided in subsection (d) of this Master Deed.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

(i) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits, and all structural portions of the building;

(ii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;

(iii) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;

(iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the

floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, with respect to the topmost unit, the roof, and above any ceiling within the units, but which service more than one unit;

(v) exterior lighting devices and wires and poles serving the same; and

(vi) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A.

The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

(g) Use of Units

(i) The building and each of the units are intended only for residential purposes; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and

(ii) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

(iii) Notwithstanding the foregoing, until the Declarant or his successors-in-title or nominees have sold and conveyed all of the units, the Declarant and his successors-in-title or nominees may use one or more units for a sales office or model.

(iv) No Unit may be tenanted, rented, let, leased or licensed without the expressed written consent of the Trustees, which consent shall not be unreasonably withheld, and further provided as follows:

a. Any lease or occupancy agreement shall:

(1) be in writing and apply to the entire unit and not merely a portion thereof;

(2) be for a term of at least two (2) months;

(3) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the Bylaws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement;

(4) contain the following notice, in capital letters:

IMPORTANT CLAUSE:

“THE APARTMENT UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] 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 THERETO AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT];” and

(5) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement). In the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and

the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant. All rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) are deemed at all times to be cumulative and not exclusive as follows:

a. The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees or by delivering said notice in hand or by delivering said notice in any other manner permitted by law.

b. If the default continues for five (5) days after giving said notice, then the Trustees shall have the right to levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the Bylaws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 in the name of the landlord or in the name of the Trustees, or both.

c. The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions. The Trustee's may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.

d. All of the expenses of the Trustees in giving notice and notices to quit and maintaining and pursuing summary process actions and any appeals therefrom shall be entirely at the expense of the owner

of the affected unit. Such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.

b. The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provision of this section and shall, at his or her own expense, and upon his or her own initiative, furnish copies of the Condominium documents to the tenant and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section.

c. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

d. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

e. The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.

f. Notwithstanding anything to the contrary herein and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the Unit Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

g. Every lease or occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section.

Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this section shall not apply to the Declarant nor to any first mortgagee in possession of a unit following default by the Unit Owner in his or her mortgage or holding title to a unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

(h) Amendment of Master Deed

(i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 31 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each

mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the Middlesex North District Registry of Deeds; provided, however, that the date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex North District Registry of Deeds within six (6) months after such date.

(ii) The percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded.

(iii) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered.

(iv) No instrument of amendment that alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant so long as the Declarant owns any unit in the Condominium.

(v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

(vi) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 31 of the Bylaws of the Condominium Trust.

(vii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(i) Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 51-55 Chandler Street Condominium Trust under Declaration of Trust dated March 2, 2012 to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall

be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The mailing address of said Trust is 29 Magna Vista Circle, Tewksbury, MA 01876.

The names and addresses of the Trustees of said Trust and their term of office are as follows:

Name/Address: Arnold O. Martel, Jr., 29 Magna Vista Circle, Tewksbury, MA 01876

Term: As set forth in Section III of the Declaration of Trust of 51-55 Chandler Street Condominium Trust.

The Trustees have enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium

The Condominium hereby established shall be known as "The 51-55 Chandler Street Condominium."

(k) 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 or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

(m) All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(n) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 31 of the Bylaws of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

(o) Invalidity

The invalidity 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 remainder of this Master Deed, and in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(p) Waiver

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

(q) Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

(r) Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General

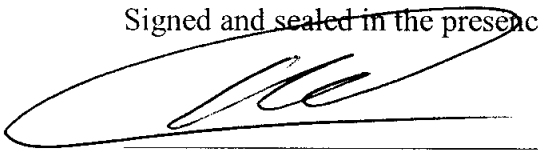
Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

(s) Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the 51-55 Chandler Street Condominium shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the 51-55 Chandler Street Condominium.

EXECUTED as an instrument under seal at Tewksbury, Massachusetts this 6 day of March, 2012.

Signed and sealed in the presence of:

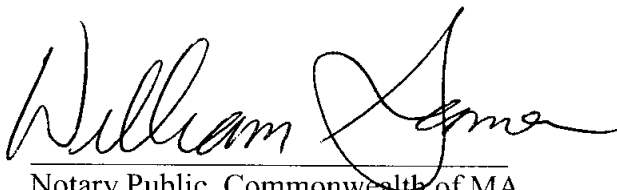


Arnold O. Martel, Jr.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 6 day of March, 2012, before me, the undersigned notary public, personally appeared ARNOLD O. MARTEL, JR. proved to me through satisfactory evidence of identification, to wit: personal knowledge of identity, 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.



Notary Public, Commonwealth of MA
My Commission Expires:

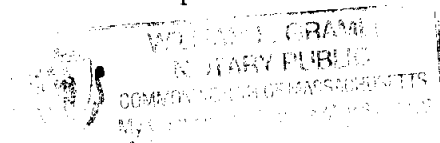


EXHIBIT A

DESCRIPTION OF THE LAND

A certain parcel of land with the buildings and improvements thereon, situated in Tewksbury in the County of Middlesex and Commonwealth of Massachusetts, being shown as Lot 1 Chandler Street, Tewksbury, County of Middlesex, Massachusetts, on a plan entitled "Plan of Land Situated in Tewksbury, MA", dated May 8, 1963, recorded with Middlesex North District Registry of Deeds, Book of Plans 98, Plan 149A, S. Albert Kaufman, Surveyor, bounded and described as follows:

- SOUTHEASTERLY by Chandler Street, one hundred forty-four and 04/100 (144.04) feet;
- NORTHEASTERLY by Lot 2, one hundred forty-two and 00/100 (142.00) feet;
- NORTHERLY by land of the Boston and Maine Railroad, one hundred twenty and 06/100 (120.06) feet; and
- SOUTHWESTERLY by land now or formerly of Fred Dagau and a row of pine trees, all as shown on said plan, one hundred eighty-four and 00/100 (184.00) feet.

Containing 20,830 square feet of land more or less, according to said plan.

EXHIBIT B

DESCRIPTION OF THE BUILDING

There is one two-story building on the land comprising three residential units. The building is constructed principally of wood. The foundation is poured concrete. The floor joists and the roof joists are wood. The roof is asphalt shingle. The siding is vinyl.

Each unit is separately metered for water, gas and electric. Each unit has its own systems for hot water and heat.

EXHIBIT C

DESCRIPTION OF THE UNITS

UNIT NUMBER	APPROX. SQ. FOOTAGE	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREA
51	2,221	29.10%
53	2,710	35.50%
55	2,702	35.40%

Unit 51 consists of two floors of finished living area, an unfinished basement, and an attached one-car garage. The first floor contains a living room, kitchen and eating area, and one half bathroom. The second floor contains two bedrooms, a study/storage area, and one full bathroom. There is a pull-down stairway providing access to the attic area for storage.

Unit 53 consists of two floors of finished living area, an unfinished basement, and an attached two-car garage. The first floor contains a living room, kitchen and eating area, and one half bathroom. The second floor contains two bedrooms, a study/storage area, and two full bathrooms. There is a pull-down stairway providing access to the attic area for storage.

Unit 55 consists of two floors of finished living area, an unfinished basement, and an attached two-car garage. The first floor contains a living room, kitchen and eating area, and one half bathroom. The second floor contains two bedrooms, a study/storage area, and two full bathrooms. There is a pull-down stairway providing access to the attic area for storage.

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

- a. Floors: the plane of the upper surface of the subflooring.
- b. Ceilings: the exposed surface of the rafters and the plane of the lower surface of the material between said rafters; in the other floor areas the boundaries are, where there are no exposed rafters, the plane of the upper surface of the ceiling material.
- c. Exterior Walls and Walls Between Units: where there are no exposed studs, the plane of the interior surface of the wall material including any brick, and if there are exposed studs, the exposed surface of said studs and the plane of the interior surface of the wall material between said studs.
- d. Doors: The plane of an exterior surface of the door, door glass and door frames, jambs, hardware, threshold, flashing, weather stripping and caulking and the exterior molding or trim handles, and locks, if any.

e. Windows: the exterior surfaces of the glass, sash and window frame, mullions, muntins, sash, stiles, sills, hardware, flashing, exterior molding or trim, if any, and caulking.

f. Pipe Chases or Other Enclosures: concealing pipes, wires or conduits within a unit are a part of that Unit, but the pipes, wire or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.

g. All Structural Portions of the building are part of the common areas and facilities.