

R 47.

MASTER DEED

JOHN R. CLARK & ASSOCIATES, INC., a Massachusetts Corporation with an usual place of business at 38 North Main Street, Natick, Middlesex County, Massachusetts (hereinafter called "Grantor"), being the sole owner of the land at 314 Bedford Street, Lexington, Middlesex County, Massachusetts described in Paragraph 2 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the Massachusetts General Laws, and it does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Name of Condominium.

The Condominium is to be known as "PARKER MANOR CONDOMINIUMS". A Trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the Trust is "PARKER MANOR CONDOMINIUMS TRUST" ("Trust" or "Condominium Trust"). The names of the initial Trustees ("Trustees") of the Trust are: DENIS O'DRISCOLL and ROBERT POWERS. The Declaration of Trust contains By-Laws enacted pursuant to Chapter 183A.

2. Description of Land.

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 SEE PLAN IN RECORD BOOK 14628 PAGE 502

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A certain parcel of land together with the building thereon (the "Premises") shown as Lot B and Lot C on the plan (the "Plan") entitled "Plan of Land in Lexington, Mass.," by Whitman & Howard, Inc., Engineers and Architects, dated January 26, 1979, which plan is recorded with Middlesex South District Registry of Deeds at Book 14493, page 077 said lots being more particularly described as follows:

LOT B

Beginning at a point on the westerly sideline of Bedford Street, said point being located S20°-19'-40"E a distance of 113.71 feet from a concrete bound as shown on the Plan; thence

S20°-19'-40"E along the westerly sideline of Bedford Street a distance of 42.40 feet to a concrete bound, thence;

Southerly along a curve to the right having a radius of 1065.86 feet an arc distance of 195.74 feet to a concrete bound; thence;

S09°-48'-20"E a distance of 38.72 feet to a point, thence;

S76°-07'-59"W a distance of 360.08 feet to a point, thence;

N16°-07'-26"W a distance of 178.67 feet to a point, thence;

N58°-28'-55"E a distance of 65 feet to a point, thence;

N69°-35'-11"E a distance of 200.15 feet to a point, thence;

N62°-31'-35"E a distance of 110.45 feet to the point of beginning.

Containing 2.0102 acres or 87,563 square feet according to the Plan.

LOT C

Beginning at a point on the westerly sideline of Bedford Street, said point being located N09°-48'-20"W a distance of 156.15 feet from a concrete bound as shown on the Plan, thence;

S73°-59'-40"W a distance of 340 feet to a point, thence;

N16°-07'-26"W a distance of 192.33 to a point, thence;  
N76°-07'59"E a distance of 360.08 feet to a point, thence;  
S09°-48'-20"E a distance of 179.95 feet along the westerly  
sideline of Bedford Street to the point of beginning.  
Containing 1.4925 acres or 65, 013 square feet, more or  
less, according to the Plan.

The premises are hereby conveyed subject to the following  
conditions, reservations, restrictions, and encumbrances:

1. THE PREMISES ARE CONVEYED SUBJECT TO ALL EASEMENTS,  
COVENANTS, RESTRICTIONS AND ENCUMBRANCES AS ARE CONTAINED IN  
PARAGRAPHS 2, 3 AND 4 OF A CERTAIN DEED FROM THE TOWN OF  
LEXINGTON, AS GRANTOR, TO JOHN R. CLARK & ASSOCIATES, INC., AS  
GRANTEE, DATED MARCH 2, 1981, AND RECORDED WITH MIDDLESEX SOUTH  
DISTRICT REGISTRY OF DEEDS AT BOOK 14493, PAGE 077 (HEREINAFTER  
"SAID DEED") INCLUDING, BUT NOT LIMITED TO,

- A. THE PERPETUAL RIGHT AND EASEMENT RESERVED UNTO THE TOWN  
OF LEXINGTON, ITS SUCCESSORS AND ASSIGNS, IN PARAGRAPH  
NUMBER 2 OF SAID DEED, TO PASS AND REPASS OVER AND  
ACROSS THE EASEMENT AREA DEFINED THEREIN ON FOOT FOR THE  
PURPOSE OF GAINING INGRESS TO AND EGRESS FROM LOT A, AS  
SHOWN ON THE PLAN; AND
- B. THE COVENANTS AND RESTRICTIONS CONTAINED IN PARAGRAPH  
NUMBER 4 OF SAID DEED, WHICH SHALL RUN WITH THE CONVEYED  
LAND FOR THE BENEFIT OF THE TOWN OF LEXINGTON'S RETAINED  
LAND SHOWN AS LOT A ON THE PLAN, AND FOR THE BENEFIT OF  
THE TOWN OF LEXINGTON; RETAINED EASEMENT DESCRIBED IN

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## PARAGRAPH NUMBERED 2 OF THE SAID DEED.

The provisions of this instrument shall be binding upon, and shall enure to the benefit of the Town of Lexington, the Grantor, and their respective successors and assigns.

Being the same premises conveyed to the Grantor by the Town of Lexington by said Deed.

3. Description of Building.

There is one building (consisting of a two story "existing building" formerly being the Parker School and a two story "building addition" of new construction) which is hereinafter referred to as the "Building" located on the land above-described. The "building addition" is constructed primarily of wood frame with masonry veneer and the "existing building" is constructed primarily of masonry bearing walls, and steel and wood framing and the Building contains a total of 28 Condominium Units ("Units"). The Units are located as follows:

In the "existing building" there are eight (8) units located on the ground floor and ten (10) units located on the first floor.

In the "building addition" there are five (5) units located on the ground floor and five (5) units located on the first floor.

The Building is located at 314 Bedford Street, Lexington, Middlesex County, Massachusetts.

4. Description of Units.

The designation of each Unit in the Building, a statement of



its location, approximate area, number of rooms, the immediate common area to which it has access, and its percentage interest in the common areas and facilities, are set forth on Schedule A annexed hereto and made a part hereof. The boundaries of each of the Units, with respect to the floors, ceilings, walls, floors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the sub floors.
- (b) Ceilings: The plane of the lath of the ceilings.
- (c) Interior Walls: The plane of the interior surface of the studs facing such unit.
- (d) Exterior Walls: The plane of the interior surface of the walls studs or furring facing such Unit.
- (e) Doors and Windows: As to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

5. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements", "Common Areas" or "Common Areas and Facilities") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundation, basement, girders, beams, supports, exterior walls, roof, entrances and exits of the Building, and those portions of the floors, ceilings and walls not included in the Units as defined in Article 4 hereof.
- (c) The halls and corridors servicing more than one Unit;

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the stairways, mailboxes and the mechanical equipment room and laundry areas located in the ground floor; including the storage areas in the ground floor as shown on the floor plan hereinafter referred to subject, however, to the easements and rights to use assigned pursuant to Section (6) below of this Master Deed.

(d) Installations of central services, such as power, light, hot and cold water, heating, air conditioning and waste disposal including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).

(e) All conduits, chutes, ducts, plumbing, wiring, chimneys, flues, tanks and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within such facilities are contained.

(f) The yards, lawns, gardens, walkways, driveways, and improvements thereon and thereof, and including walls, bulkheads, steps, railings, fences, and lighting fixtures and other improved or unimproved areas not within the Units and including the parking spaces as shown on the site plan hereinafter referred to subject, however, to the easements and rights to use assigned pursuant to Section (6) below of this Master Deed.

(g) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient to the existing maintenance or safety of the Building.

(h) Such additional common areas and facilities as may be defined in Chapter 183A.

6. Storage Areas and Parking.

Upon the sale of each Unit, the Grantor shall assign one parking space and one storage area to that Unit for the sole and exclusive easement and right to use of the Unit Owner.

The Grantor reserves, to the extent that such reservation does not violate any applicable law or ordinance, the right to

lease or otherwise assign to any Unit Owners one or more additional parking spaces for the sole and exclusive use of such Unit Owner, upon such terms and condition as the Grantor shall determine. Provided, however, that upon the sale by the Grantor of the last Unit, the Grantor's said right to lease or otherwise assign parking spaces shall expire.

To the extent and for so long as any parking spaces remain unleased, and not otherwise assigned, they shall be used to exclusively benefit the Unit Owners as occupant and/or visitor parking.

7. Site Plans and Floor Plans.

Simultaneously with the recording hereof, there has been recorded with Middlesex South District Registry of Deeds a site plan entitled "Plan of Land in Lexington, Massachusetts", dated February 22, 1982, by Whitman & Howard, Inc., and bearing the verified statement of Paul J. DeSimone; and a set of floor plans entitled "Parker Manor Condominiums", by Russell S. Burditt dated March 2, 1982, showing the layout, location, Unit numbers and dimensions of the Units, and location of storage areas, stating the name of the Condominium, and bearing the verified statement of Russell S. Burditt certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

8. Use of Building and Units.

The Units are intended only for residential purposes. No other use may be made of any Unit. The Common Elements may be



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used only for such ancillary uses as are required in connection with such purposes.

9. Voting Rights.

The Voting Rights of Unit Owners shall be in the same percentages as their proportionate interests in the Common Elements.

10. Amendment of Master Deed.

This deed may be amended by vote of at least 70 percent in beneficial interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 70 percent in beneficial interest of all Unit Owners; provided, however, that: (a) No amendment shall be of any force or effect unless recorded with the Middlesex South District Registry of Deeds; (b) No amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the owner of the Unit so altered; (c) No Amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless signed by the owners of all the Units; (d) No 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; (e) No amendment which would prohibit the use of any of the seven (7) "Town Units" hereinafter defined for subsidized or non-subsidized housing on a rental or



other basis shall be valid without the consent of the Board of Selectmen of the Town of Lexington and the Lexington Housing Authority; (f) No addition or amendment which requires additional consent or approval pursuant to the FHLMC/FNMA provisions attached hereto shall be of any force or effect unless same is obtained.

The term "Town Units" as used herein shall refer to those Units identified in Schedule A attached hereto which are to be conveyed to the Town of Lexington or the Lexington Housing Authority for so long as such Units are owned by the Town of Lexington or the Lexington Housing Authority.

11. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date. The percentage of interest of the Units in the Common Elements are shown on Schedule A attached hereto.

12. Assessments. Each Unit Owner, including the Grantor, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Trust. Such share shall be proportionate to that Unit's percentage interest in the Common Elements. Initial assessments shall occur upon the conveyance of the first Unit. The Trustees shall have the authority and duty to levy and enforce the collection of general and special assessments for common expenses, and shall have the duty to take such action as they may deem reasonably required under the

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circumstances to collect from Unit Owners who shall fail to pay such assessments within thirty days of the due date or within such shorter period of time as may be determined by the Trustees, including without thereby limiting the generality of the foregoing, the commencement of legal action. Assessments against any Unit, with interest, costs and reasonable attorney's fees shall become a lien upon such Unit if not paid when due in accordance with the Master Deed, the By-Laws or Massachusetts Law. Each assessment against a unit shall also be the personal obligation of the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them or required by applicable law.

13. Priority of Lien.

a. To the extent permitted by applicable law, any lien of Parker Manor Condominiums Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any unit shall be subordinate to such first mortgage. In addition, any fees, late charges, fines or interest that may be levied by Parker Manor Condominiums Trust in connection with unpaid assessments shall be subordinate to said mortgage.

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 delinquent

assessments which are so extinguished may be reallocated and assessed to all unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, any assessment made thereafter.

14. Easements for Encroachments - Units and Common Areas.

If any portion of the Common Elements now encroaches upon any Unit or if any unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, an easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

15. Ingress and Egress of Unit Owners.

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

16. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside Of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of



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all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access subject to the provisions of Chapter 183A, Section 4, to each Unit to inspect same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

17. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit Deed, the Condominium Declaration of Trust and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 2 above. The recordation of a deed or the entering into the occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, the Rules and Regulations annexed to the Declaration of Trust, and the site and floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of



such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

18. Sale, Rental and Mortgaging of Units.

The Grantor reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as they may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; and (b) the right to transact any business within the Condominium to accomplish the foregoing. In the event there are unsold Units, the Grantor shall have the same rights and obligations with respect to such unsold units, as any other Unit Owner. The right of a Unit Owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of first refusal or similar restriction.

19. Leasing Restrictions.

All leases or rental agreements for units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the

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condominium. No unit estate may be leased or rented for a period of less than 30 days.

20. FHLMC/FNMA Provisions.

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Declaration of Trust contained, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

a. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

b. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:

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

(2) change the pro rata interest or obligations of any

individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities:

(3) partition or subdivide any Unit;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities in the condominium shall be not deemed a transfer within the meaning of this clause);

(5) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Areas and facilities) for other than the repair, replacement or reconstruction of such condominium property.

c. No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities.

d. Condominium 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



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capital fund shall be established equal to at least a two (2) months; estimated common area charge for each Unit and shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid to the Trust within (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

e. Upon written request to the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(2) 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 holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

(3) Any lapse, cancellation or material modification of any



insurance policy or fidelity bond maintained by the Parker Manor Condominiums Trust.

(4) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders.

f. To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible holder mortgages.

(2) 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 eligible holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible holder mortgages.

(3) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to eligible holder mortgages.

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(4) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of units to which at least 67 percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

g. Any agreement or lease for professional management of the Condominium or any other contract or lease providing for services of the developer, sponsor, or builder may not exceed 3 years. Any such agreement or lease must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

h. The Trustees shall make available to the unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statement of Parker Manor 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 of a unit shall be entitled upon written request to an audited financial statement

for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

j. Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(1) The consent of owners of units to which at least 67 percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on units which have at least 67 percent of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of the condominium; and

(2) The consent of the owners of units to which at least 67 percent of the votes in the Parker Manor Condominiums Trust are allocated and the approval of eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- i. Voting
- ii. Assessments, assessment liens or subordination of such liens;
- iii. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- iv. Insurance or Fidelity Bonds;
- v. Rights to use common areas;

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- vi. Responsibility for maintenance and repair of the several portions of the Condominium;
- vii. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project.
- viii. Boundaries of any unit;
- ix. The interest in the common areas;
- x. Convertibility of units into common areas or of common areas into units;
- xi. Leasing of unit estates;
- xii. Imposition of any right of first refusal or similar restriction on the right of unit owner to sell, transfer, or otherwise convey his or her unit;
- xiii. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders, or eligible insurers or guarantors of first mortgages on units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of Article VI of this trust.

This Master Deed and the Condominium Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of units in



the condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Condominium Trust and this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

21. Invalidity.

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

22. Waiver.

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

23. 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.

24. 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, or set forth lesser

requirements then those contained in said statute, the provisions of said statute shall control.

WITNESS the execution hereof, under seal, this 26<sup>th</sup> day of  
May, 1982.

JOHN R. CLARK & ASSOCIATES, INC.



By: *Denis O'Driscoll*  
Denis O'Driscoll,  
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

*May 26*, 1982

Then personally appeared the above-named Denis O'Driscoll, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of John R. Clark & Associates, Inc., before me.

  
Lewis P. Aronson, Notary Public  
My commission expires: 1/28/83:80:  
  
LEWIS P. ARONSON  
Notary Public  
My Commission Expires Jan. 28, 1983  




PARKER MANOR CONDOMINIUMS

SCHEDULE A (Master Deed)

Descriptive Schedule of Condominium Units as

Required by G. L. 183A, sec. 8 (d)

Unit No.	Location and Approximate Area	No. of Rooms	Common Area For Access	Percentage Interest in Common Elements
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01	Ground Floor New Addition	-985 sq. ft. 4, 1½ baths & patio	Vestibule 18 to corridor 16	3.71
02	Ground Floor New Addition	-895 sq. ft. 4, bath & patio	" " "	3.60
03	Ground Floor New Addition	-985 sq. ft. 4, 1½ baths & patio	" " "	3.71
04	Ground Floor New Addition	-942 sq. ft. 4, 1½ baths & patio	" " "	3.67
* 05	Ground Floor New Addition	-942 sq. ft. 4, bath & patio	" " "	3.60
* 06	Ground Floor Existing Building	-1058 sq. ft. 4, bath & patio	" 23 " " 22 to 21	3.52
07	Ground Floor Existing Building	-900 sq. ft. 4, bath & patio	" " " " to 21	3.40
* 08	Ground Floor Existing Building	-500 sq. ft. 4, bath & patio	" " " " to 21	3.40

SCHEDULE A

(Master Deed)

<u>Unit No.</u>	<u>Location and Approximate Area</u>	<u>No. of Rooms</u>	<u>Common Area For Access</u>	<u>Percentage Interest In Common Element.</u>
* 09	Ground Floor -838 sq. ft. Existing Building	4, bath & patio	Vestibule 23 to Corridor 23 to 21	3.42
10	Ground Floor -914 sq. ft. Existing Building	4, bath & patio	" " " "	3.45
* 11	Ground Floor -872 sq. ft. Existing Building	4, bath & patio	" " " "	3.42
12	Ground Floor -883 sq. ft. Existing Building	4, 1 1/2 baths & patio	Stair 4 to Corridor 19	3.60
13	Ground Floor -1032 sq. ft. Existing Building	5, 1 1/2 baths & patio	" 4 to "	3.71
101	First Floor -985 sq. ft. New Addition	4 & 1 1/2 baths	" 1 to "	3.70
102	First Floor -895 sq. ft. New Addition	4 & bath	" 1 to "	3.60
103	First Floor -985 sq. ft. New Addition	4 & 1 1/2 baths	" 1	3.70
104	First Floor -942 sq. ft. New Addition	4 & 1 1/2 baths	" 1 to Corridor 116	3.69
105	First Floor -1002 sq. ft. New Addition	5 & bath	" 1 to "	3.63
106	First Floor -1058 sq. ft. Existing Building	4, bath & patio	" 3 to "	3.56
107	First Floor -900 sq. ft. Existing Building	4 & bath	" 3 to "	3.42

SCHEDULE A		(Master Deed)		Percentage Interest in Common Element
Unit No.	Location and Approximate Area	No. of Rooms	Common Area For Access	
* 108	First Floor -950 sq. ft. Existing Building	4 & bath	Stair 3 to Corridor 122 to 121	3.44
109	First Floor -338 sq. ft. Existing Building	4 & bath	" 3 to "	3.41
110	First Floor -914 sq. ft. Existing Building	4 & bath	" 3 to "	3.46
* 111	First Floor -872 sq. ft. Existing Building	4 & bath	" 3 to "	3.44
112	First Floor -883 sq. ft. Existing Building	4 & 1½ baths	" 4 to "	3.63
113	First Floor -1032 sq. ft. Existing Building	5 & 1½ baths	" 4 to "	3.69
114	First Floor -1078 sq. ft. Existing Building	5 & 1½ baths	" 4 to "	3.71
115	First Floor -1234 sq. ft. Existing Building	5 & 1½ baths	" 4 to "	3.71
				100.00

\*Units to be conveyed to the Town of Lexington or the Lexington Housing Authority. and/