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MASTER DEED OF CONCORD RIVER FALLS CONDOMINIUM

EDWARD R. PARTYKA, TRUSTEE of CANALSIDE REALTY TRUST under Declaration of Trust dated December 13, 1985 and recorded with the Middlesex North District Registry of Deeds in Book 3297, Page 10, as amended, of Lowell, Middlesex County, Massachusetts (hereinafter referred to as "Declarant"), being the owner of certain property in Lowell, Middlesex County, Massachusetts, described in Exhibit A attached hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and purposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

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1. Name.

The name of the Condominium shall be as follows:

CONCORD RIVER FALLS CONDOMINIUM

2. Description of Land.

The Premises, which constitute the Condominium comprise the land situated at **900 Lawrence Street** in **Lowell, Middlesex County, Massachusetts**, as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

A description of the land on which the building and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof.

"Registry of Deeds" as used in this Master Deed shall mean Middlesex North District Registry of Deeds.

3. Description of Building.

The Declarant is declaring sixteen (16) Condominium Units in a wood frame building, with a walk out basement, with an asphalt roof and vinyl and brick siding. The location of said building is as shown on the Site Plan, and the building contains a basement and two floors.

4. Designation of the Units and Their Boundaries.

(a) The Condominium Units and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive

specifications thereof are set forth in Exhibit B attached hereto, and are shown on the unit floor plans recorded herewith (hereinafter referred to as the "Plans").

(b) The boundaries of each of the Units with respect to the floors, ceiling, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the lower surface of the concrete floor slab.

(ii) Ceiling: The plane of the lower surface of the ceiling joists.

(iii) Interior Buildings Walls Between the Units: The plane of the interior surface of the wood strapping facing the units.

(iv) Exterior Building Walls, Door and Windows: As to the walls, the plane of the interior surface of the wood strapping facing the units.

All glass window panes and/or screens shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned and maintained by the Unit Owner thereof.

(c) Each Unit excludes the structural columns, girders, beams, supporters, the studs between Units lying inside of the inner surface of the wallboard facing such studs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other units.

(d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.

(e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in the other Units.

(f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 5 hereof, in common with the other Unit in the Condominium.

5. Common Areas and Facilities.

Except for the Units, the entire premises, including without limitation the land and all parts of the building and all improvements thereon and thereto, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, 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 foundations, structural columns, girders, beams, supports, exterior walls, interior walls and ceiling joists, including all studding, gutters, drain spouts, roofs of the buildings and carrying common walls between the units.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, electricity, and telephone, which are not located within any Unit or which although located within a Unit serve the other Unit, whether alone or in common with such Unit.

(d) All facilities on the premises of the Condominium, including parking lot, driveway, walkways, passageways and the improvements thereon or thereof and including walls, fences, steps, lighting fixtures and other improved or unimproved areas not within the units.

(e) All other parts of the Premises which are not defined as part of the Units and which are not included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use as necessary or convenient to the existence, maintenance, safety or enjoyment of the Buildings and the Condominium.

(g) All decks and ground level slab patios located as shown on said Plan. However, the use and enjoyment of each individual deck and ground level slab patio is hereby reserved exclusively to the Unit to which it is attached.

(h) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

6. <u>Percentage Ownership Interest in Common Areas and Facilities</u>.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of the other Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

7. <u>Purpose and Restriction of Use</u>.

The purposes for which the building and the Units are intended to be used are as follows:

(a) Each Unit shall be used only for residential dwelling purposes.

(b) The architectural integrity of the building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part of surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(c) The Owners of any Unit may, at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls or other improvements shall be approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(d) All use and maintenance of Units, the Common Areas and Facilities and shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities.

(e) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

8. <u>Rights Reserved to the Declarant for Sales</u>.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there is an unsold Unit, the Declarant shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

(i) Lease and License the use of any unsold Unit;

(ii) Raise or lower the price of an unsold Unit;

(iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the condominium unit; and

(iv) Use any Unit owned by the Declarant as an office for the Declarant's use;

(v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any unit under agreement for sale or alter the size of layout of any such unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his 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, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for the purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the common areas and facilities of the Condominium. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the common areas and facilities 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.

9. <u>Rights Reserved to the Condominium Trustees</u>.

Upon twenty-four (24) hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(c) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

10. <u>The Unit Owners' Organization</u>.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the **CONCORD RIVER FALLS CONDOMINIUM TRUST** (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which the Unit is entitled hereunder. As of the date hereof, the names of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") is as follows:

EDWARD R. PARTYKA, TRUSTEE
CANALSIDE REALTY TRUST

The mailing address of the Trust is:
35 Nob Way, Lowell, Massachusetts

The Condominium Trustee has enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be at 7:00 P.M. on the 2nd Wednesday of February of each year at the Condominium (see Trust Article 5.14.2).

The FISCAL YEAR of the Trust shall begin on January 1st of each year (see Trust Article 5.20).

11. <u>Easement for Encroachment</u>.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon the other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of

repair or restoration of the building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building involved stands.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) There shall be no restriction upon any Unit Owner's right of ingress or egress to and from the Owner's Unit, which right shall be perpetual and appurtenant to Unit ownership.

13. Amendments.

Except as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of all Units, and (b) duly recorded with the Registry of Deeds, provided, that:

(a) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force and effect.

(b) No instrument of amendment which purports to affect the Declarant's reserved rights to develop the common areas and facilities of the Condominium as set forth in Paragraph 8 or elsewhere in this Master Deed shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(c) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase

money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(d) No instrument of amendment which purports to amend or otherwise affect paragraphs (a) through (c) of this paragraph shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(e) The consent of the owners of all Units and the approval of eligible holders of mortgages (as the term "eligible mortgage holder" is defined and may be defined from time to time in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement) on Units which have at least sixty six and 2/3 (66.6%) of the voting power of the Units subject to eligible mortgages shall be required to add or amend any material provisions of the Condominium Documents which establish any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination of such liens;

(3) Reserves for maintenance, repair and replacement of the common areas;

(4) Insurance;

(5) Rights to Use of the Common Areas or Limited Common Areas;

(6) Responsibility for maintenance and repair of the several portions of the Condominium;

(7) Boundaries of any Unit;

(8) The interests in the General or Limited Common Areas;

(9) Convertibility of Units into Common Areas or of Common Areas into Units;

(10) Leasing of Units;

(11) A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;

(12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;

(13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

(f) Where required under the provisions of Paragraph 15 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(g) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time, and from time to time, which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency of any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Common- wealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, 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 rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

14. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to **CANALSIDE REALTY TRUST** and to any of its

successors and assigns who come to stand in the same relationship as developer of the Condominium.

15. <u>Provisions for the Protection of Mortgagees</u>.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.

(e) A lien for common expenses 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 except as otherwise provided by Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the

foregoing provision may be reallocated and assessed to all Units 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 assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual 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 Unit in the Common Areas and Facilities.

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public expenses consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of the Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except s provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium;

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional 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 taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(iv) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 15 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the appropriate District Registry of Deeds in accordance with the requirements of Paragraph 14 hereof.

16. Resolution of Disputes.

In the event of a dispute between the Unit Owners or the Trustees of the Condominium Trust, such dispute shall be resolved under the procedures of Article IX of the Condominium Trust.

17. Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability or effect 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.

18. Waiver.

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

19. Non-Recourse.

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Premises, and in no event shall any recovery or Judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's beneficiaries. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitations, consequential, indirect or punitive damages.

EXECUTED as a Sealed Instrument this 29th day of November, 2007.

CANALSIDE REALTY TRUST

By: E Partyka Trustee
Edward R. Partyka, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. November 29, 2007

On this 29th day of November, 2007 before me, the undersigned notary public, personally appeared EDWARD R. PARTYKA, TRUSTEE OF CANALSIDE REALTY TRUST, proved to me through satisfactory evidence of identification, which was a valid 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.

Notary Public: James W. Flood, III
Commission Expires:

JAMES W. FLOOD III
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 20, 2011

EXHIBIT A

Two (2) parcels of land with the buildings thereon located on the northeasterly side of Lawrence Street, Lowell, Middlesex County, Massachusetts, and being shown as Parcel 0204 3520 0852, 852 Lawrence Street and Parcel 0205 3520 0900, 900 Lawrence Street, as shown on a plan entitled "Exclusive Use Condominium Site Plan," dated November 27, 2007 by Polaris Engineering Corporation, Chelmsford, MA, recorded with the Middlesex North District Registry of Deeds herewith and thus bounded:

Northeasterly	by land n/f of Centennial Island Hydroelectric Co., as shown on said plan, by four (4) courses, two hundred eighty-five and 65/100 (285.65) feet, thirty-six and 04/100 (36.04) feet, one hundred twenty-nine and 97/100 (129.97) feet and one hundred twenty-seven and 12/100 (127.12) feet;
Southeasterly	by land n/f of Fahnrich Realty Trust, as shown on said plan, ninety and 09/100 (90.09) feet;
Southwesterly	by Lawrence Street, as shown on said plan, by four (4) courses, two hundred fifty-seven and 08/100 (257.08) feet, two hundred seventy-eight and 84/100 (278.84) feet, thirty-eight and 92/100 (38.92) feet and zero and 37/100 (0.37) feet; and
Northwesterly	by land n/f of Lawrence Street Condominiums, as shown on said plan, thirty-four and 58/100 (34.58) feet.

Containing 29,568 square feet, more or less, according to said plan.

Said parcel is subject to and with the benefit of easements, rights, privileges and agreements described in a deed from Wamesit Power Company to Waterhead Mills, Inc., recorded with the Middlesex North District Registry of Deeds in Book 886, Page 395, and being shown as "Right of Way Easement" and "Utility & Bridge Easement" as shown on said plan.

Said parcel is conveyed together with the right to use the 5-foot passageway shown on said plan lying south of the granted parcel for its entire width and length for all purposes for which passageways are commonly used in the City of Lowell in common with all other persons lawfully entitled thereto, said passageway to be forever kept open and unobstructed, and with the right to maintain the present fire escape over said passageway and to erect and maintain such other means of exit which are necessary or which may be required by the building authorities of the City of Lowell or those having jurisdiction therefor provided such new construction does not interfere with the right of passage in and over said passageway.

Reserving to the Declarant herein, the right to pass and repass over and upon said parcel of land to allow the completion of the construction of said Condominium.

For Declarant's title, see deed of William S. Taupier, Trustee of Waterhead Mill Realty Trust dated January 13, 196 and recorded with the Middlesex North District Registry of Deeds in Book 3320, Page 76.

EXHIBIT B

TO MASTER DEED

UNIT DESIGNATIONS

UNIT NO.	NUMBER OF ROOMS	APPROX. SQ. FT. AREA**	PROPORTIONATE INTEREST (Percentage)
1	6	1322	6.25
2	6	1343	6.25
3	6	1347	6.25
4	6	1347	6.25
5	6	1346	6.25
6	6	1343	6.25
7	6	1346	6.25
8	6	1346	6.25
9	6	1342	6.25
10	6	1345	6.25
11	6	1345	6.25
12	6	1348	6.25
13	6	1343	6.25
14	6	1347	6.25
15	6	1347	6.25
16	6	1335	6.25

**Basement area is included in square footage.

The immediate common area to which each unit has access is steps and walkway.