

MASTER DEED
of the
VILLAGE FALLS CONDOMINIUM

One Eighty-One Oak Street Associates Limited Partnership, a Massachusetts limited partnership with a principal place of business at 400 Centre Street, Newton, Massachusetts (hereinafter with its successors and assigns called the "Sponsor"), being the sole owner of certain land situated at 181 Oak Street, Newton, Middlesex County, Massachusetts, described in Paragraph 2 below, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name of Condominium and Trust Through Which Managed.

The name of the Condominium shall be VILLAGE FALLS CONDOMINIUM. A Trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of VILLAGE FALLS CONDOMINIUM TRUST under Declaration of Trust to be recorded herewith (hereinafter sometimes referred to as the "Trust"). All Unit Owners are cestuis que trustent of said Trust in proportion to their respective Beneficial Interests (as such term is defined below). The names and addresses of the original trustees thereof are as follows:

Jack J. Antaramian
Marco Island, Florida 33937

Robert M. Frazitta
Northborough, Massachusetts 01532

Charles J. Thomas
Marco Island, Florida 33937

Barbara A. Lyons
Watertown, Massachusetts 02172

(The trustees of the Trust are hereinafter (collectively, if more than one) referred to as the "Trustees", which term shall include their successors in trust).

The terms of said Declaration of Trust have been enacted as, and comprise, the By-Laws of the Trust provided for in Chapter 183A.

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2. Definitions.

As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Beneficial Interest" shall mean the percentage interest of each Unit in the Common Elements.

"Buildings" shall mean the Phase I Building, the Phase II Building and the Phase III Building.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in Paragraph 6 hereof.

"Condominium" shall mean the Village Falls Condominium submitted to the provisions of Chapter 183A by this Master Deed.

"Land" shall have the meaning set forth in paragraph 3 hereof.

"Person" or "persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

"Phase I Building" shall mean the building shown as "No. 193" on the site plan referred to in Paragraph 11 hereof.

"Phase II Building" shall mean the building shown as "No. 183" on the site plan referred to in Paragraph 11 hereof.

"Phase III Building" shall mean the building shown as "No. 173" on the site plan referred to in Paragraph 11 hereof.

"Phase II Deed" shall have the meaning set forth in Paragraph 7 hereof.

"Phase III Deed" shall have the meaning set forth in Paragraph 7 hereof.

"Phase I Units" shall mean the residential dwelling units and the office unit (or units, if the Subdivision Rights and Easements described in Subparagraph 12G hereof have been exercised) comprising the condominium units of the Condominium as of the date of this Master Deed, as more particularly described in Paragraph 5(a) hereof and in Exhibit B hereto.

"Phase II Units" shall mean the residential dwelling units located in the Phase II Building which may be incorporated into the Condominium upon the Recording of the Phase II Deed pursuant to the Sponsor's exercise of the Phasing Rights and Easements.

"Phase III Units" shall mean the residential dwellings units located in the Phase III Building which may be incorporated into the Condominium upon the Recording of the Phase III Deed pursuant to the Sponsor's exercise of the Phasing Rights and Easements.

"Phasing Date" shall mean the date seven years after the date hereof.

"Phasing Rights and Easements" shall have the meaning set forth in Paragraph 7 hereof.

"Plans" shall mean the site plan and floor plans referred to in Paragraph 11 hereof.

"Property" shall have the meaning set forth on Page 1 above.

"Recording of the Phase II Deed" shall mean the recording of the Phase II Deed by the Sponsor with the Registry of Deeds pursuant to the provisions of Paragraph 7 hereof.

"Recording of the Phase III Deed" shall mean the recording of the Phase III Deed by the Sponsor with the Registry of Deeds pursuant to the provisions of Paragraph 7 hereof.

"Registry of Deeds" shall mean the Middlesex County South District Registry of Deeds.

"Sponsor" shall mean One Eighty-One Oak Street Associates Limited Partnership, a Massachusetts limited partnership with an usual place of business in Newton, Middlesex County, Massachusetts, and its successors and assigns, including without limitation successors in interest through mortgage foreclosure or deed in lieu thereof.

"Termination of the Phasing Rights and Easements" shall mean the termination of the Phasing Rights and Easements pursuant to the provisions of Paragraph 7D hereof.

"Trust" shall have the meaning set forth in Paragraph 1 above.

"Trustees" shall have the meaning set forth in Paragraph 1 hereof.

"Units" shall mean, at any time, the residential dwelling units and the office unit (or units) then comprising the condominium units of the Condominium, including the Phase I Units; and if the Phase II Deed has then been recorded, including the Phase

II Units; and if the Phase III Deed has then been recorded, including the Phase III Units.

3. Description of Land.

The "Land" shall mean a certain parcel of land situated at 181 Oak Street, Newton, Middlesex County, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof.

The above described premises are submitted to the provisions of Chapter 183A subject to (a) the rights and easements reserved by Sponsor herein, including without limitation the Phasing Rights and Easements, which shall, in all instances, be exercisable by Sponsor and its successors and assigns, and (b) all rights, easements and other encumbrances set forth in instruments referred to in Exhibit A hereto; and are submitted together with the benefit of rights and easements, if any, set forth in instruments referred to in said Exhibit A.

4. Description of Buildings.

The Phase I Building contains a total of 43 residential dwellings units, one office unit, an entry lobby, men's and women's locker rooms with saunas, an exercise room, an indoor swimming pool, one elevator and associated lobbies, a vending area, storage areas, one trash chute, one trash room and various electrical and mechanical areas. The Phase I Building is a six story steel frame building with a concrete foundation, metal stud with brick and simulated stucco veneer exterior walls and an elastometric membrane roof. Underneath the Phase I Building, the Phase II Building and the Phase III Building is a two-story, concrete underground parking garage containing 243 parking spaces. There are also 22 additional spaces on top of the garage structure.

The Phase II Building, if constructed, will be a five story building presently planned to contain 43 residential dwelling units, two entry lobbies, one elevator with associated lobbies, a conference room, a management office, a security office, a mail room, storage areas, one trash chute, one trash room, a sprinkler room, various mechanical and electrical areas, and a two-story connecting corridor which will connect the Phase II Building to the Phase I Building.

The Phase III Building, if constructed, will be a four story building presently planned to contain 36 residential dwelling units, an entry lobby, one elevator with associated lobbies, two garages, storage areas, one trash chute, one trash room, various mechanical and electrical areas and a two story connecting corridor which will connect the Phase III Building to the Phase II Building. The Phase II Building and the Phase III Building will have an exterior appearance that is architecturally consistent

with the Phase I Building, and will be of a quality consistent with the Phase I Building.

5. Designation of Units and Their Boundaries.

(a) The Units.

The designations, locations, approximate areas (measured between the boundaries of the Units as described in subparagraph (b) below of this Paragraph 5) and number of rooms of each Unit, and the Common Elements immediately accessible thereto are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Plans. Also set forth in Exhibit B are the Beneficial Interests of each Unit in the Condominium (i) as of the date of this Master Deed, (ii) as of the date, if any, of the Recording of the Phase II Deed, and (iii) as of the date, if any, of the Recording of the Phase III Deed. The Beneficial Interests are in the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units incorporated into the Condominium as of the date of this Master Deed, as of the date of Recording of the Phase II Deed and as of the date of Recording of the Phase III Deed, as the case may be. In addition to the rooms specified in Exhibit B, each of the Units contains bathrooms and each of the Units except Suite 1 contains closets and mechanical rooms.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Unit Owner's Unit, subject always to provisions of Paragraph 12 hereof, and may (i) modify, remove or install non-bearing walls which lie wholly within the interior of such Unit; (ii) remodel the interior of such Unit; or (iii) modify or remove any non-bearing walls in order to connect two or more adjacent Units which are both owned by such Unit Owner, provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by law, and provided further that such Unit Owner shall first give written notice of the work to be performed to the Trustees.

Each Unit shall have appurtenant thereto the perpetual exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of Paragraph 12 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: (a) to use any patio and/or balcony to which there is direct access from the interior of such Unit; (b) to use the parking space(s) on the Property which are designated in the first unit deed to such Unit or granted to such Unit by the Sponsor (or by the Trust, in the case of spaces conveyed to the Trust by the Sponsor) by separate instruments; and (c) to use the storage space(s) on the Property which are assigned to the Unit Owner of such Unit by the Sponsor or the Trustees by separate instrument. Such rights and easements (with the exception of any parking space easements in excess of one per Unit) shall not, in any event, be severed from

ownership of the Unit to which they are appurtenant. Each Unit shall at all times have at least one right and easement to use a parking space appurtenant to it. Any purported transfer of such an exclusive right and easement to use a parking space which is in violation of the foregoing restriction shall be deemed void.

Each Unit Owner shall be responsible for cleaning and removing snow from any patio or balcony with respect to which such Unit Owner has an easement for exclusive use thereof. Each Unit Owner shall also be responsible for maintaining, cleaning, repairing and when necessary, replacing (except in the event of casualty covered by insurance maintained by the Trustees pursuant to the terms of the Declaration of Trust) the hot water heaters located within such Unit Owner's Unit, and the heating and air conditioning systems located in and serving such Unit(s).

(b) Boundaries of Units. The boundaries of each of the Units with respect to the floors, roofs, and walls separating each Unit from other Units and from the Common Elements, doors and windows thereof are as follows:

(i) Floors: The plane of the upper surface of the subflooring.

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

(iii) Roofs: The planes of the lower surfaces of the roof rafters.

(iv) Stairwells: The lower planes of the structural elements of the stairwells (for Units which include space beneath stairwells).

(v) Walls: The plane of the surface facing the Unit of the wall studs (for walls containing studs) and the plane of the surface facing each Unit of the strapping (for walls not containing studs).

(vi) Doors and Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames;

provided, however, that no structural components of the Buildings, and no equipment, pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit.

6. Common Elements.

The Common Elements consist of the Property, as defined above, exclusive of the Units, including, without limitation, the following:

- (a) The Land, subject to rights, easements and restrictions set forth herein and in instruments referred to in Exhibit A hereto, including without limitation the Phasing Rights and Easements, and together with the benefit of rights and easements, if any, set forth in instruments referred to in Exhibit A hereto;
- (b) The foundations, columns, beams, girders, supports and roofs of the Buildings, and exterior and interior walls within the Buildings (other than any portion of said exterior and interior walls included in the Units as specified in paragraph 5 above);
- (c) Installations of utility services, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);
- (d) All equipment, conduits, pipes, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building within which such Unit is located other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement;
- (e) All common equipment wherever located in, on, or around the Buildings;
- (f) The parking spaces on the Property, subject to the provisions of Paragraph 8A. below and subject to the Phasing Rights and Easements; provided, however that each Unit Owner shall have an easement for the exclusive use of the parking space(s), if any, that are designated in the first unit deed to such Unit or granted to such Unit by the Sponsor (or by the Trust, in the case of spaces conveyed to the Trust by the Sponsor) or by another Unit Owner by separate instrument;
- (g) The yards, lawns, gardens, walkways, access roadway, patios, balconies, driveways, and the improvements thereon and thereof, including walls, bulkheads, railings, and steps; provided, however, that each Unit Owner shall have an easement for the exclusive use of any patio and/or balcony to which there is direct access from the interior of such Unit Owner's Unit.
- (h) The entrance lobby, elevator lobbies, trash chute, trash room, electrical rooms, mechanical penthouse, lockerrooms, saunas, exercise rooms, vending areas,

underground parking garage, elevators and public vestibules, halls and stairways located in the Phase I Building;

- (i) The Phase II Building and the Phase III Building, if and when constructed (exclusive of the Phase II Units and the Phase III Units, if and when incorporated into the Condominium), including the entrance lobbies, elevator lobbies, management office, security office, mail room, trash chutes, trash rooms, sprinkler and electrical rooms, mechanical rooms, garages, connecting corridors, elevators and public vestibules, hall and stairways located therein;
- (j) The storage spaces located in the Buildings, subject to the provisions of Paragraph 8B. below; provided, however, that each Unit Owner shall have an easement for the exclusive use of the storage space, if any, that is assigned to such Unit Owner by the Sponsor or by the Trustees by separate instrument;
- (k) The indoor swimming pool and related facilities and equipment located on the Property;
- (l) All other apparatus and installations existing in, on or over the Land for common use, or necessary or convenient to the existence, maintenance or safety of the Buildings; and
- (m) All other items listed as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions hereof and of the Trust, and to rules and regulations promulgated pursuant to the Trust with respect to the use thereof.

7. Rights of Sponsor with Respect to Phasing and Marketing of Units.

A. The Sponsor hereby reserves for itself, its successors and assigns, the following rights and easements (the "Phasing Rights and Easements"):

- (i) Rights to pass and repass over and build upon and develop the Land and improvements thereon, including without limitation the Phase I Building, the Phase II Building and the Phase III Building, in order to
 - (a) complete the construction of the Phase I Building,
 - (b) complete the construction of the Phase II Building and the Phase III Building; and

- (c) construct and complete any common facilities, including landscaping, parking, roadways, utilities and other improvements, as the Sponsor deems necessary for or convenient to the improvements described in (a) and (b) above.
- (ii) Rights of way for ingress and egress, by vehicle or on foot, in, upon, over and under the roadways, walks and parking areas now or hereafter located on the Land for all purposes for which roadways are commonly used, including without limitation, for the transportation of materials and equipment to be used in the completion of the Phase I Building, the Phase II Building and/or the Phase III Building and common facilities associated therewith.
- (iii) Rights to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which may from time to time be located in, upon or under the Land.
- (iv) Rights to exclude Unit Owners from the Phase II Building and the Phase III Building and any other Common Elements, to the extent the Sponsor deems necessary or desirable in order to complete the construction of the Phase I Building, the Phase II Building and the Phase III Building, and related improvements.

B. The Sponsor reserves and shall have the right (which right shall be appurtenant to Unit No. 202E of the Condominium), without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Registry of Deeds an amendment to Master Deed (the "Phase II Deed") containing only such changes as are necessary or desirable to: (i) incorporate into the Condominium the Phase II Units, and to submit said Units to the provisions of Chapter 183A; (ii) satisfy the provisions hereof; and (iii) make the Phase II Deed conform to the requirements of Chapter 183A, including without limitation the inclusion of any plans required by Section 8(f) of Chapter 183A (or any successor to such section); provided, however, that at the time of Recording of the Phase II Deed, all improvements serving the Phase II Building shall be substantially completed.

The Sponsor reserves and shall have the right (which right shall be appurtenant to Unit No. 202E of the Condominium), without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Registry of Deeds an amendment to Master Deed (the "Phase III Deed") containing only such changes as are necessary or desirable to: (i) incorporate into the Condominium the Phase III Units and to submit said Phase III Units to the provisions of Chapter 183A; (ii) satisfy the provisions hereof; and (iii) make the Phase III Deed conform to the requirements of Chapter 183A, including

without limitation the inclusion of any plans required by Section 8(f) of Chapter 183A (or any successor to such section); provided, however, that at the time of Recording of the Phase III Deed, all improvements serving the Phase III Building shall be substantially completed.

C. If the Phase II Deed is recorded, then from and after the recording of the Phase II Deed, and until the recording (if ever) of the Phase III Deed, the Beneficial Interest of each Unit shall be as set forth in the column headed "Phase II" in Exhibit B hereto.

If the Phase III Deed is recorded, then from and after the recording of the Phase III Deed, the Beneficial Interest of each Unit shall be as set forth in the column headed "Phase III" in Exhibit B hereto.

D. The Phasing Rights and Easements and the rights of the Sponsor set forth in subparagraph B above shall terminate on the first to occur of: (i) the Recording of the Phase III Deed, (ii) the Phasing Date, and (iii) the date of recording with the Registry of Deeds of a written instrument executed by Sponsor and by the holders of any mortgages granted by Sponsor on all or any part of the Property, acknowledged with the formality required by Massachusetts law for the recording of deeds, by which the Sponsor expressly waives and releases the Phasing Rights and Easements.

E. If the Sponsor records the Phase II Deed on or prior to the Phasing Date, then as of the date of such recording, the Phase II Units (and the Beneficial Interests and other interests if any, appurtenant thereto) shall be owned in fee simple by the Sponsor.

If the Sponsor records the Phase III Deed on or prior to the Phasing Date, then as of the date of such recording, the Phase III Units (and the Beneficial Interests and other interests, if any, appurtenant thereto) shall be owned in fee simple by the Sponsor.

F. Until terminated as provided above, the Phasing Rights and Easements and the rights of the Sponsor set forth in subparagraph B of this Paragraph 7 may be freely sold, granted, assigned, mortgaged or otherwise transferred by the Sponsor by deed, mortgage or other written instruments which make specific reference to this Master Deed.

G. The Sponsor shall be responsible for real estate taxes due to the City of Newton with respect to the Phase II Building for the period commencing on the date hereof and ending on the date of Recording of the Phase II Deed or the date of Termination of the Phasing Rights and Easements, whichever first occurs. If the Phase II Building is not separately assessed for all or any portion of such period, but is assessed as a portion of other

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improvements on the Land, then the owners of such improvements (including the Sponsor) shall equitably apportion said real estate taxes on said improvements among themselves.

The Sponsor shall be responsible for real estate taxes due to the City of Newton with respect to the Phase III Building for the period commencing on the date hereof and ending on the date of Recording of the Phase III Deed or the date of Termination of the Phasing Rights and Easements, whichever first occurs. If the Phase III Building is not separately assessed for all or any portion of such period, but is assessed as a portion of other improvements on the Land, then the owners of such improvements (including the Sponsor) shall equitably apportion said real estate taxes on said improvements among themselves.

H. Notwithstanding any other provisions herein expressly or by implication to the contrary, the Sponsor shall not be obligated to complete construction of the Phase II Building or the Phase III Building, provided, however, that this subparagraph shall not modify or affect the obligations of the Sponsor to any construction lender as set forth in any construction loan agreements, mortgages or other loan documents executed by the Sponsor.

I. In addition to, and not in limitation of, the rights reserved by the Sponsor above in this Paragraph 7, the Sponsor hereby reserves the rights and easements to pass and repass over and build upon and develop the Land and improvements thereon, including construction of the Phase I Building, the Phase II Building and the Phase III Building and related improvements and to take such action as the Sponsor deems necessary or convenient in connection therewith, and the rights and easements reserved by the Sponsor in this Subparagraph shall not terminate upon the termination of the Phasing Rights and Easements.

J. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit by, through or under a Unit Owner, including without limitation, all holders of mortgages on Units, shall be subject to and bound by the provisions of this Paragraph 7.

8A. Parking Spaces.

Notwithstanding any other provisions of this Master Deed, Sponsor, for itself and its successors and assigns, reserves easements for the exclusive use of all of the parking spaces located on the Property and reserves, with respect to each of said parking spaces, the right to convey such exclusive easements to Unit Owners (either in the Unit Deeds from the Sponsor or by separate instruments) or to the Trust; and the Sponsor, for itself and its successors and assigns, reserves, until so conveyed, to the extent permitted by law, the right to rent all or any of same to any person, including without limitation a person who is neither an occupant nor an owner of a Unit, on such terms and conditions as Sponsor or its successors and assigns shall

deem appropriate. All sums paid therefor (with respect both to rentals and sales) shall belong to Sponsor. Upon the conveyance of the last Unit owned by the Sponsor, all such exclusive easements then held by the Sponsor shall be deemed to have been automatically conveyed by the Sponsor to the Trustees without the need for a further instrument of conveyance.

If Sponsor grants to the Trustees easements for the exclusive use of any of said parking spaces, then such parking spaces as to which such easements are so granted may from time to time be assigned to particular Unit Owners by the Trustees for such periods (or in perpetuity) and for such monthly or other charges as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any rules and regulations adopted by the Trustees.

8B. Storage.

Notwithstanding any other provision of this Master Deed, Sponsor, for itself and its successors and assigns, reserves the right to the exclusive use of all of the storage spaces in the areas shown as "Stor." on the plans, and reserves, with respect to each of said storage spaces, the right to assign the exclusive right to use such storage spaces to individual Unit Owners or to the Trustees. Upon the conveyance of the last Unit owned by the Sponsor, all of the rights retained by the Sponsor in this Paragraph 8B. shall be deemed to have been automatically assigned to the Trustees without the need for a further instrument of assignment.

If the Sponsor assigns to the Trustees the rights to the exclusive use of any said storage spaces, then such rights may from time to time be assigned to particular Unit Owners by the Trustees for such periods (or in perpetuity) and for such monthly or other charges as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees.

9. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Right of Access.

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 or elsewhere in the Condominium and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving other Units. The manager, the managing agent, and any other

person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Buildings. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property or as a result of condemnation or eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment exists.

11. Plans.

Simultaneously with the recording hereof there has been recorded a site plan of the Land and a set of the floor plans for the Phase I Building, showing the layout, location, Unit numbers and dimensions of the Phase I Units, stating that the Phase I Building has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Phase I Units as built.

Simultaneously with the Recording (if any) of the Phase II Deed, there shall be recorded a set of floor plans of the Phase II Building showing the layout, location, Unit numbers and dimensions of the Units in the Phase II Building, stating that the Phase II Building has no name, and bearing the verified statement of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in such Phase II Building, as built.

Simultaneously with the Recording (if any) of the Phase III Deed, there shall be recorded a set of floor plans of the Phase III Building showing the layout, location, Unit numbers and dimensions of the Units in the Phase III Building, stating that the Phase III Building has no name, and bearing the verified statement of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units in such Phase III Building, as built.

12. Use of the Buildings and the Units; and Restrictions on Use of the Buildings and Units.

The purposes for which the Buildings, and the Units and Common Elements are intended to be used are as follows:

A. Each of the Units, except Suite 1, may be used only for residential purposes permitted by the zoning laws of the City of Newton, subject, in all events, to the further restrictions set forth below in this Paragraph 12, provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 12.

Suite 1 (and any Units created pursuant to the Subdivision Rights and Easements described in Subparagraph 12G hereof) may be used only for an office for professional or business purposes, (excluding the sale of tangible personal property from a stock of goods on the premises) and for purposes which are normally incidental to the maintenance of such office, provided, however, that Suite 1 may not be used for a real estate office except by the Sponsor and affiliates of the Sponsor, and subject, in all events, to the further restrictions set forth below in this Paragraph 12, provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 12. Notwithstanding any provision hereof to the contrary, such Units may not be used for any purpose which is prohibited by any law, including, without limitation, the zoning ordinances of the City of Newton.

A Unit Owner may lease or rent such Unit Owner's Unit, provided, however, that all leases and rental agreements shall be in writing and shall be specifically subject to the requirements of this Master Deed, the Declaration of Trust and all rules and regulations adopted thereunder, and provided further that no Unit may be leased or rented for a period of less than thirty (30) days or more than once every twelve (12) months.

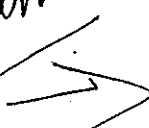
B. The parking spaces on the Property are intended to be used only by Unit Owners, the occupants of such Unit Owner's Unit, and their guests and invitees and each such parking space is intended to be used for the parking of currently registered and licensed private passenger cars and private pickup trucks not in excess of six feet, one inch in height, in operating condition, and not for trucks (other than private pickup trucks), boats, trailers, motorcycles, all-terrain or recreational vehicles or other vehicles or items, except with the prior written permission of the Trustees, provided, however, that such parking spaces may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 12. A Unit Owner may lease the right of use of any parking space in which such Unit Owner has an easement for exclusive use to an occupant of another Unit in the Condominium and may grant such right of use to another Unit Owner, but not to any other person.

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C. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust:

- (a) no business activities of any nature shall be conducted in any such Unit, except Suite 1 (and any Units created pursuant to the Subdivision Rights and Easements described in Subparagraph 12G hereof) and except as provided in Subparagraph D of this Paragraph 12;
- (b) no portion of a Unit (other than the entire Unit) may be leased or rented;
- (c) ~~no pets shall be kept in any Unit without the express written consent of the Trustees, which consent may be revoked by the Trustees at any time. If the Trustees consent to the keeping of any pet or pets, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole discretion exercised in such manner as they may determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior consent to keep such pet; and the Trustees may adopt rules and regulations with respect to the manner of keeping of pets;~~
- (d) the architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing: no patio or balcony enclosure, awning, screen, antenna, sign (except Sponsor's signs), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature, shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; and no alteration or addition shall be made to the interior structural components of a Unit, except pursuant to Paragraph 5 and subparagraph 12G hereof; provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on such Unit and subject to such conditions as the Trustees may impose with respect to such changes;

*Amended by
Third Amendment*



- (e) all maintenance and use by Unit Owners of patios, balconies, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification;
- (f) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of this Master Deed, the Declaration of Trust and rules and regulations with respect thereto from time to time promulgated by the Trustees;
- (g) the Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;
- (h) no nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents;
- (i) no immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees;
- (j) for soundproofing purposes all Units must at all times have floor coverings of the same basic characteristics as those initially provided by the Sponsor or other floor coverings approved in writing by the Trustees; and
- (k) a Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than a storage space, patio or balcony to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. Patios and balconies shall not be used for storage (other than temporary in nature) and any furniture or other objects located on such patios or balconies shall be sufficiently heavy or shall be anchored to withstand high winds without blowing away. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements. There shall be no parking on the Property except in the parking spaces shown as such on the Plans

and parking in said spaces shall be limited to those having rights to park in same.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the common areas and facilities, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 12 except such as occur during his or her ownership thereof.

D. Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of the Units have been sold by the Sponsor (i) use any Units owned by the Sponsor as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units; (ii) use any parking spaces for parking of automobiles and trucks, for storage, or for any uses which Sponsor deems necessary or desirable in connection with the sale or leasing of Units; and (iii) enter upon and use any Buildings or the Land in accordance with the provisions of Paragraph 7 of this Master Deed.

E. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purposes set forth above in this Paragraph 12 and to protect the architectural integrity of the Buildings.

F. Notwithstanding any provisions to the contrary contained in this Master Deed, the Sponsor hereby reserves the right and easement to pass and repass over and build upon and improve any portion of the Common Elements in order to complete any construction and/or improvement of the Condominium facilities which the Sponsor deems necessary or appropriate in connection with the marketing of the Units or the operation of the Condominium.

G. Notwithstanding any provisions to the contrary contained in this Master Deed, the Unit Owner of Suite 1 (and the Unit Owners of any Units created pursuant to this Subparagraph 12G) shall have the following rights and easements (the "Subdivision Rights and Easements"):

- (a) The right to subdivide and resubdivide Suite 1 (and any Units created by subdividing Suite 1) in order to create two or more new Units ("Resulting Units"), provided however that the Beneficial Interest appertaining to

each such Resulting Unit shall be equal to the product of the total of the Beneficial Interest appertaining to the Unit or Units so subdivided times a fraction, the numerator of which is the square footage of floor area of such Resulting Unit plus one half ($\frac{1}{2}$) of the square footage of floor area covered by any new walls constructed to achieve such subdivision, and the denominator of which shall be the square footage of floor area of the Unit(s) so subdivided, such that the total of the Beneficial Interests of all Resulting Units shall be equal to the Beneficial Interest of the subdivided Unit(s) prior to such subdivision. In order to effect such subdivision, the Unit Owner of any such Unit shall have the right to construct any non-bearing walls to serve as Unit boundaries for such Resulting Units.

- (b) The right, without the necessity of the consent of any Unit Owner or of any holder of a mortgage on a Unit (other than the holder of a mortgage on the Unit being subdivided), but only after notice to the Trustees, to amend this Master Deed, at any time or times, by recording with the Registry of Deeds one or more amended Master Deeds (which may incorporate by reference all or part of this Master Deed) making only such changes as are necessary to effectuate any such subdivision of Units and to make any such amended Master Deed(s) conform to the requirements of Chapter 183A, including without limitation the inclusion of any plans required by section 8f of Chapter 183A (or any successor to such section).

In the exercise of any of the foregoing Subdivision Rights and Easements no Unit Owner shall perform any work which adversely affects the structural elements of the Building or the functional integrity of any mechanical or utility systems of the Building. All such work, whether or not it affects the structural elements or the mechanical or utility systems of the Building, shall comply with all applicable laws, ordinances, rules and regulations including without limitation building, zoning, health and safety laws, shall be performed in a manner so as not to unreasonably interfere with the use of other Units by Unit Owners, and shall not be commenced until after written notice thereof is given to the Trustees.

All present and future Unit Owners, and persons now or hereafter claiming an interest in a Unit by, through or under Unit Owner, including without limitation, all holders of mortgages on Units, shall be subject to and bound by the provisions of this Subparagraph 12G.

13. Amendments of Master Deed.

Except as provided in Paragraph 7 and Paragraph 12G above, this Master Deed may be amended by an instrument in writing (a) signed by the Unit Owners entitled to seventy-five per cent (75%) or more in interest of the Beneficial Interests; (b) signed and acknowledged by a majority of the Trustees of the Trust; and (c) duly recorded with the Registry of Deeds,

PROVIDED, HOWEVER, that:

- (i) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date;
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of mortgages of record on such Unit;
- (iii) No instrument of amendment which alters the Beneficial Interests shall be of any force or effect unless the same has been signed by the owners of all the Units whose Beneficial Interests are altered and said instrument is recorded as an Amended Master Deed and the same has been assented to in writing by all holders of all first mortgages of record on said Units;
- (iv) No instrument of amendment affecting any Unit upon which there is a first or second mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holders of such mortgages;
- (v) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;
- (vi) No instrument of amendment which alters or violates any of the rights reserved to the Sponsor herein or in the Trust shall be of any force or effect unless the same has been assented to in writing by the Sponsor or its successors or assigns;
- (vii) No instrument of amendment which alters this Master Deed in any way which would materially adversely affect holders of mortgages on Units shall be effective without the approval of all holders of first mortgages of record on Units;

- (viii) No instrument of amendment which limits the purposes for which any Unit may be used shall be of any force or effect unless the same has been signed by the Unit Owner of such Unit and by the holders of all mortgages of record on such Unit;
- (ix) No instrument of amendment, except amendments adopted only for the purpose of correcting technical errors or for clarification, shall be of any force or effect unless approved by the holders of mortgages of record on Units which have 51% or more of the Beneficial Interests of all Units subject to mortgages of record; and
- (x) A holder of a mortgage who receives a written request to approve amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

14. Sponsor's Reserved Right to Make Technical Corrections.

Notwithstanding the provisions of Paragraph 13 of this Master Deed, Sponsor reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner or mortgagee of any Unit Owner, to amend this Master Deed, the Phase II Deed or the Phase III Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Sponsor, its successors or assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the provisions of this Paragraph, including without limitation, the right of the Sponsor, its successors and assigns, to amend the Master Deed pursuant to this Paragraph, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Paragraph, each Unit Owner, by acceptance of a Deed to a Unit in the Condominium, constitutes and appoints the Sponsor, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after three (3) years from the date of recording of the document (whether the Master Deed, the Phase

II Deed or the Phase III Deed) that is to be so amended, and (ii) no such amendment shall affect any substantive rights of any Unit Owner without that Unit Owner's consent.

Any right or power reserved to the Sponsor in this Paragraph 14 or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

15. Units Subject to Master Deed, Unit Deed, Declaration of Trust, 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 this Master Deed, the Declaration of Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and such rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, 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 or lease thereof.

16. Invalidity.

The invalidity of any provisions 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

17. Waiver.

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

18. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Compliance.

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

20. Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Property or any portion thereof from the provisions of Chapter 183A. In case any provision of this Master Deed conflicts with the provisions of Chapter 183A, the provisions of said statute shall control.

21. Duration.

The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of seventy-five (75%) percent in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; and provided, further, that the holders of mortgages of record on Units which have one hundred (100%) percent of the Beneficial Interests of all Units subject to mortgages of record consent to such removal by written instruments duly recorded with the Middlesex County South District Registry of Deeds. Notwithstanding the foregoing, and notwithstanding any other provisions of this Master Deed, such removal shall not require the consent of any holder of a mortgage, if at the time of such removal, the Sponsor is the Owner of all Units in the Condominium.

22. Meanings of Terms.

Capitalized terms used herein which are defined in the Trust and which are not specifically defined herein shall have the meaning given to them in the Trust. All terms and expressions herein used which are not defined herein or in the Trust but which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

EXECUTED UNDER SEAL this 29th day of March, 1989.

ONE EIGHTY-ONE OAK STREET
ASSOCIATES LIMITED PARTNERSHIP

By: CYPRESS-OAK CORPORATION,
General Partner

By: Jack J. Antaramian
Jack J. Antaramian,
President and Treasurer

By: PINE GLEN CORPORATION,
General Partner

By: David E. Nassif
David E. Nassif, President
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 29, 1989

Then personally appeared Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation,* before me,

Shirley M. Pagan
Notary Public
My Commission Expires: 11/2/95

* and said One Eighty-One Oak Street Associates Limited Partnership

P 4 3 0

EXHIBIT A

Legal Description and Encumbrances

That certain parcel of land together with the buildings and improvements thereon, situated on the southerly side of Oak Street and the westerly side of Needham Street, Newton, Middlesex County, Massachusetts and being shown as that parcel designated "148,295 SQ. FT. OR 3.4 ACRES±" on a Plan entitled: "PLAN OF LAND IN NEWTON, MASS. OWNER: 181 OAK STREET ASSOCIATES LIMITED PARTNERSHIP", Scale 1 IN. = 40 FT. dated February 12, 1987, drawn by Barnes Engineering Company, Inc. recorded with Middlesex South District Registry of Deeds as Plan No. 1493 of 1987; said parcel being more particularly described according to said Plan as follows:

Beginning at the most northwesterly corner of the premises on the southerly side of Oak Street and the northeasterly corner of land of Rob't F. & Millicent Hurley; thence running

South 15 22' 26" west by land of said Rob't. F. & Millicent Hurley, Charles P. Manning, Stanley Doveika, Doris M. Hinds and Anna & Bernard F. Thomas 360 feet, more or less, to the Charles River; thence turning and running

In a general easterly and northeasterly direction by the Charles River 435 feet, more or less, to a point on the westerly side of Needham Street; thence turning and running

North 34 51' 54" east by Needham Street 276 feet, more or less, to a point at the northeasterly intersection of Oak Street and Needham Street; thence turning and running

North 55 08' 06" west by Oak Street 47.56 feet to an angle point in Oak Street; thence turning and running

North 71 00' 44" west by Oak Street 466.00 feet to the point of beginning.

For title reference, see deed dated January 30, 1986 and recorded with the Middlesex South District Registry of Deeds, Book 16748, Page 370.

Subject to and with the benefit of the following:

1. Real estate taxes assessed January 1, 1988 for fiscal year commencing July 1, 1988, not yet due and payable and for subsequent years and for unpaid water and sewer use charges which are not yet due and payable.
2. Rights of others in and to that portion of the premises contained within the boundaries of South Meadow Brook and/or the Charles River.

3. Title to and rights of the public and others entitled thereto in and to those portions of the premises lying below the high water mark of the Charles River.
4. Rights, reservations, conditions and obligations contained in deed of the City of Newton to Stowe-Woodward, Inc. dated June 11, 1952 and recorded in Book 7925, Page 129.
5. Layout and taking by the City of Newton Board of Aldermen No. 70222, dated December 4, 1933, for a main drain and common sewer, recorded in Book 5778, Page 72.
6. Terms and provisions of Order of Taking by the Commonwealth of Massachusetts through its Metropolitan District Commission dated May 1, 1958, for the Charles River Flood Control Project, recorded in Book 9146, Page 3.
7. Order of Taking by City of Newton dated May 4, 1987 [No. 672-86(2)] recorded in Book 18187, Page 135, for main drain, common sewer and related purposes.
8. Variance or Special Permit granted by the Newton Board of Aldermen to S W Industries, Inc. (Case No. 59870) dated August 19, 1970, Notice of which is dated August 24, 1970 and recorded in Book 11891, Page 616.
9. Variance or Special Permit granted by the Newton Board of Aldermen to 181 Oak Associates Limited Partnership [Case No. 602-86(4)], Notice of which was recorded December 26, 1986 in Book 17712, Page 426.
10. Orders of Conditions under Massachusetts Wetlands Protection Act (DEQE File No. 239-163) recorded April 30, 1987 in Book 18078, Page 500 and recorded in Book 18180, Page 518, as affected by Partial Certificate of Compliance, dated March 13, 1989 and recorded herewith.
11. Variance or Special Permit granted by the Newton Board of Aldermen to 181 Oak Street Associates Limited Partnership [Case No. 602-86(5)], Notice of which is recorded in Book 18180, Page 516.
12. City of Newton Ordinance No. 224 [Case No. 602-86(3)] recorded December 26, 1986 in Book 17712, Page 432.
13. Order of Conditions under Massachusetts Wetlands Protection Act (DEQE File No. 239-143) recorded in Book 18187, Page 156.
14. Mortgage, Security Agreement and Financing Statement from One Eighty-One Oak Street Associates Limited Partnership to the Shawmut Bank, N.A. dated October 27, 1987 and recorded in Book 18650, Page 148, as affected by Subordination of

Mortgage Instruments to Condominium, dated March 28, and recorded herewith.

- 15. Assignment of Leases and Rents from One Eighty-One Oak Street Associates Limited Partnership to Shawmut Bank, N.A. dated October 27, 1987 and recorded in Book 18650, Page 167; as affected by Subordination of Mortgage Instruments to Condominium, dated March 28, 1989 and recorded herewith.
- 16. Mortgage from One Eighty-One Oak Street Associates Limited Partnership to David E. Nassif dated January 29, 1986 recorded in Book 16748, Page 378, as affected by Subordination of Mortgage dated October 27, 1987 and recorded in Book 18650, Page 138 and as affected by Subordination of Mortgage to Condominium, dated March 29, 1989 and recorded herewith.
- 17. Grant of Easement from One Eighty-One Oak Street Associates Limited Partnership to Robert F. Hurley and Millicent Hurley, dated March 27, 1989, and recorded herewith.
- 18. Grant of Easement from One Eighty-One Oak Street Associates Limited Partnership to Charles P. Manning, dated March 27, 1989 and recorded herewith.
- 19. Grant of Easement from One Eighty-One Oak Street Associates Limited Partnership to Stanley Doveika, dated March 27, 1989 and recorded herewith.
- 20. Grant of Easement from One Eighty-One Oak Street Associates Limited Partnership to Doris M. Hinds, dated March 27, 1989 and recorded herewith.
- 21. Those matters shown on a plan entitled "Site Plan for Village Falls Condominium in Newton, MA." dated February 23, 1989, prepared by Lanata & Assoc., Inc. and recorded herewith.
- 22. Rights and easements in Grant from One Eighty-One Oak Street Associates Limited Partnership to New England Telephone and Telegraph Company and Boston Edison Company dated April 25, 1988 and recorded in Book 19218, Page 81.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I	Phase II	Phase III
Suite 1	First	4508	One open room	9.62	4.84	3.44
101E	First	1305	K, LR/DR, 2BR	2.33	1.18	0.84
102E	First	1324	K, LR/DR, 2BR	2.36	1.19	0.85
103E	First	1385	K, LR, DR, 2BR	2.46	1.24	0.89
201E	Second	1185	K, LR/DR, 2BR	2.12	1.07	0.77
202E	Second	1185	K, LR/DR, 2BR	2.12	1.07	0.77
203E	Second	854	K, LR/DR, 1BR	1.52	0.77	0.55
204E	Second	1122	K, LR/DR, 2BR	2.00	1.01	0.72
205E	Second	873	K, LR/DR, 1BR	1.56	0.79	0.56
206E	Second	1216	K, LR/DR, 2BR	2.17	1.10	0.78
207E	Second	1122	K, LR/DR, 2BR	2.00	1.01	0.72
208E	Second	1385	K, LR, DR, 2BR	2.50	1.27	0.91

1 | Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 | Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Phase I	Phase II	Phase III	Beneficial Interest (Expressed as a Percentage)
301E	Third	1185	K, LR/DR, 2BR	2.17	1.10	0.78	0.78
302E	Third	1185	K, LR/DR, 2BR	2.17	1.10	0.78	0.78
303E	Third	854	K, LR/DR, 1BR	1.54	0.78	0.56	0.56
304E	Third	1122	K, LR/DR, 2BR	2.05	1.03	0.74	0.74
305E	Third	873	K, LR/DR, 1BR	1.59	0.80	0.58	0.58
306E	Third	1216	K, LR/DR, 2BR	2.22	1.12	0.80	0.80
307E	Third	1122	K, LR/DR, 2BR	2.05	1.03	0.74	0.74
308E	Third	1385	K, LR, DR, 2BR	2.55	1.29	0.92	0.92
401E	Fourth	1185	K, LR/DR, 2BR	2.22	1.12	0.80	0.80
402E	Fourth	1185	K, LR/DR, 2BR	2.22	1.12	0.80	0.80
403E	Fourth	854	K, LR/DR, 1BR	1.57	0.80	0.57	0.57
404E	Fourth	1122	K, LR/DR, 2BR	2.09	1.06	0.76	0.76

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living/Dining Area, BR=Bedroom. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage)	Phase I	Phase II	Phase III
405E	Fourth	873	K, LR/DR, 1BR	1.62	0.82	0.59	
406E	Fourth	1216	K, LR/DR, 2BR	2.26	1.14	0.82	
407E	Fourth	1122	K, LR/DR, 2BR	2.09	1.06	0.76	
408E	Fourth	1385	K, LR, DR, 2BR	2.60	1.31	0.94	
501E	Fifth	1185	K, LR/DR, 2BR	2.26	1.14	0.82	
502E	Fifth	1185	K, LR/DR, 2BR	2.26	1.14	0.82	
503E	Fifth	854	K, LR/DR, 1BR	1.60	0.81	0.58	
504E	Fifth	1122	K, LR/DR, 2BR	2.14	1.08	0.78	
505E	Fifth	873	K, LR/DR, 1BR	1.65	0.83	0.60	
506E	Fifth	1216	K, LR/DR, 2BR	2.31	1.17	0.84	
507E	Fifth	1122	K, LR/DR, 2BR	2.14	1.08	0.78	
508E	Fifth	1385	K, LR, DR, 2BR	2.65	1.34	0.96	
601E	Sixth	1127	K, LR/DR, 2BR	2.29	1.16	0.83	
602E	Sixth	1127	K, LR/DR, 2BR	2.29	1.16	0.83	

¹ Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

² Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living Dining Area, BR=Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III	
603E	Sixth	796	K, LR/DR, 1BR	1.62 0.82 0.59	U
604E	Sixth	1064	K, LR/DR, 2DR	2.17 1.10 0.78	U
605E	Sixth	873	K, LR/DR, 1BR	1.67 0.84 0.60	U
606E	Sixth	1158	K, LR/DR, 2BR	2.34 1.18 0.85	U
607E	Sixth	1065	K, LR/DR, 2BR	2.17 1.10 0.78	U
608E	Sixth	1274	K, LR, DR, 2BR	2.67 1.35 0.97	U
<u>Phase II</u>					
G-1C	Garden	1295	K, LR/DR, 2BR	1.17 0.84	U
G-2C	Garden	1195	K, LR/DR, 2BR	1.08 0.77	U
G-3C	Garden	1195	K, LR/DR, 2BR	1.08 0.77	U
G-4C	Garden	1195	K, LR/DR, 2BR	1.08 0.77	U

¹ Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

² Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
G-5C	Garden	1151	K, LR/DR, 2BR	1.06 0.76
G-6C	Garden	1200	K, LR/DR, 2BR	1.10 0.79
101C	First	1065	K, LR/DR, 1BR	0.96 0.69
102C	First	1353	K, LR/DR, 2BR	1.22 0.87
103C	First	1253	K, LR/DR, 2BR	1.13 0.81
104C	First	1253	K, LR/DR, 2BR	1.13 0.81
105C	First	1253	K, LR/DR, 2BR	1.13 0.81
106C	First	1209	K, LR/DR, 2BR	1.11 0.80
107C	First	1258	K, LR/DR, 2BR	1.16 0.83
201C	Second	1263	K, LR/DR, 2BR	1.16 0.83
202C	Second	1267	K, LR/DR, 2BR	1.16 0.83

¹ Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

² Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living/Dining Area, BR=Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
203C	Second	1150	K, LR/DR, 2BR	1.06 0.76
204C	Second	1242	K, LR/DR, 2BR	1.14 0.82
205C	Second	1253	K, LR/DR, 2BR	1.15 0.83
206C	Second	1253	K, LR/DR, 2BR	1.15 0.83
207C	Second	1253	K, LR/DR, 2BR	1.15 0.83
208C	Second	1209	K, LR/DR, 2BR	1.14 0.81
209C	Second	1258	K, LR/DR, 2BR	1.18 0.85
301C	Third	1263	K, LR/DR, 2BR	1.19 0.85
302C	Third	1267	K, LR/DR, 2BR	1.19 0.85
303C	Third	1150	K, LR/DR, 2BR	1.08 0.78
304C	Third	1242	K, LR/DR, 2BR	1.17 0.84

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living/Dining Area, BR=Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
305C	Third	1253	K, LR/DR, 2BR	1.18 0.84
306C	Third	1253	K, LR/DR, 2BR	1.18 0.84
307C	Third	1253	K, LR/DR, 2BR	1.18 0.84
308C	Third	1151	K, LR/DR, 2BR	1.15 0.82
309C	Third	1200	K, LR/DR, 2BR	1.19 0.85
401C	Fourth	1263	K, LR/DR, 2BR	1.21 0.87
402C	Fourth	1267	K, LR/DR, 2BR	1.21 0.87
403C	Fourth	1150	K, LR/DR, 2BR	1.11 0.79
404C	Fourth	1242	K, LR/DR, 2BR	1.19 0.85
405C	Fourth	1253	K, LR/DR, 2BR	1.20 0.86
406C	Fourth	1195	K, LR/DR, 2BR	1.19 0.85

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. <u>Phase II</u>	Floor	Approximate Area (sq. ft.) ¹	<u>Rooms²</u>	Beneficial Interest (Expressed as a Percentage) <u>Phase I Phase II Phase III</u>
407C	Fourth	1195	K, LR/DR, 2BR	1.19 0.85
501C	Fifth	1205	K, LR/DR, 2BR	1.22 0.87
502C	Fifth	1209	K, LR/DR, 2BR	1.22 0.87
503C	Fifth	1092	K, LR/DR, 2BR	1.12 0.80
504C	Fifth	1184	K, LR/DR, 2BR	1.20 0.86
505C	Fifth	1195	K, LR/DR, 2BR	1.21 0.87
<u>Phase III</u>				
G-1W	Garden	799	K, LR/DR, 1BR	0.52
G-2W	Garden	1196	K, LR/DR, 2BR	0.77
G-3W	Garden	1144	K, LR/DR, 2BR	0.74

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

<u>Unit. No.</u> <u>Phase III</u>	<u>Floor</u>	<u>Approximate</u> <u>Area (sq. ft.)¹</u>	<u>Rooms²</u>	<u>Beneficial Interest</u> <u>(Expressed as a Percentage)</u> <u>Phase I Phase II Phase III</u>
G-4V	Garden	1151	K, LR/DR, 2BR	0.76
G-5W	Garden	1200	K, LR/DR, 2BR	0.79
101W	First	1165	K, LR/DR, 2BR	0.75
102W	First	1065	K, LR/DR, 1BR	0.69
103W	First	1202	K, LR/DR, 2BR	0.77
104W	First	1254	K, LR/DR, 2BR	0.81
105W	First	1242	K, LR/DR, 2BR	0.80
106W	First	1144	K, LR/DR, 2BR	0.74
107W	First	1144	K, LR/DR, 2BR	0.74
108W	First	1209	K, LR/DR, 2BR	0.80
109W	First	1258	K, LR/DR, 2BR	0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

<u>Unit. No.</u> <u>Phase III</u>	<u>Floor</u>	<u>Approximate</u> <u>Area (sq. ft.)¹</u>	<u>Rooms²</u>	<u>Beneficial Interest</u> <u>(Expressed as a Percentage)</u> <u>Phase I Phase II Phase III</u>
302W	Third	1263	K, LR/DR, 2BR	0.85
303W	Third	1202	K, LR/DR, 2BR	0.81
304W	Third	1150	K, LR/DR, 2BR	0.78
305W	Third	1184	K, LR/DR, 2BR	0.83
306W	Third	1196	K, LR/DR, 2BR	0.83
401W	Fourth	1174	K, LR/DR, 2BR	0.83
402W	Fourth	1263	K, LR/DR, 2BR	0.87
403W	Fourth	1144	K, LR/DR, 2BR	0.82
404W	Fourth	1150	K, LR/DR, 2BR	0.80
501W	Fifth	1239	K, LR/DR, 2BR	0.87
502W	Fifth	1092	K, LR/DR, 2BR	0.81

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

<u>Unit. No.</u> <u>Phase III</u>	<u>Floor</u>	<u>Approximate</u> <u>Area (sq. ft.)¹</u>	<u>Rooms²</u>	<u>Beneficial Interest</u> <u>(Expressed as a Percentage)</u> <u>Phase I Phase VI Phase III</u>
201W	Second	1223	K, LR/DR, 2BR	0.80
202W	Second	1263	K, LR/DR, 2BR	0.83
203W	Second	1202	K, LR/DR, 2BR	0.79
204W	Second	1150	K, LR/DR, 2BR	0.76
205W	Second	1242	K, LR/DR, 2BR	0.82
206W	Second	1254	K, LR/DR, 2BR	0.83
207W	Second	1144	K, LR/DR, 2BR	0.76
208W	Second	1144	K, LR/DR, 2BR	0.76
209W	Second	1200	K, LR/DR, 2BR	0.84
210W	Second	1151	K, LR/DR, 2BR	0.80
301W	Third	1223	K, LR/DR, 2BR	0.82

¹ Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

² Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

VILLAGE FALLS CONDOMINIUM

FIRST AMENDMENT OF MASTER DEED L3

One Eighty-One Oak Street Associates Limited Partnership, a Massachusetts limited partnership with a principal place of business at 400 Centre Street, Newton, Massachusetts, being the Sponsor in the Master Deed (the "Master Deed") of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County South District Registry of Deeds on March 31, 1989 as Instrument No. 555, pursuant to the rights reserved to it, as the owner of Unit 202E of the Condominium, to amend said Master Deed, which rights are set forth in subparagraph B of paragraph 7 of said Master Deed, does hereby amend said Master Deed as follows:

1. The Phase II Units, located in the Phase II Building, are hereby subjected to and shall be governed by the provisions of Massachusetts General Laws, Chapter 183A and are hereby incorporated into the Condominium. All references in the Master Deed to the "Units" shall hereafter be deemed to include the Phase II Units. The Phase II Building is a five-story building containing forty-three residential dwelling units, two entry lobbies, one elevator with associated lobbies, a conference room, a management office, a security office, a mailroom, storage areas, one trash chute, one trash room, a sprinkler room, various mechanical and electrical areas, and a two-story connecting corridor connecting the Phase II Building to the Phase I Building. The Phase II Building is a steel frame building with a concrete foundation, metal stud with brick and simulated stucco veneer exterior walls and an elastometric membrane roof.
2. The Phase III Units, located in the Phase III Building, are hereby subjected to and shall be governed by the provisions of Massachusetts General Laws, Chapter 183A and are hereby incorporated into the Condominium. All references in the Master Deed to the "Units" shall hereafter be deemed to include the Phase III Units. The Phase III Building is a four-story building containing thirty-six residential dwelling units, an entry lobby, one elevator with associated lobbies, two garages, storage areas, one trash chute, one trash room, a sprinkler room, various mechanical and electrical areas, and a two-story connecting corridor connecting the Phase III

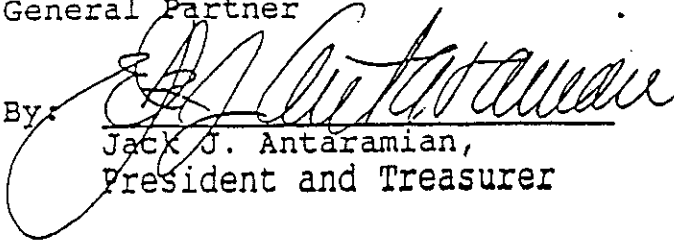
Building to the Phase II Building. The Phase III Building is a steel frame building with a concrete foundation, metal stud with brick and simulated stucco veneer exterior walls and an elastometric membrane roof.

3. Simultaneously with the recording hereof, there has been recorded a set of floor plans for the Phase II Building (which is shown as the "Central Building" on said floor plans) and for the Phase III Building (which is shown as the "West Building" on said floor plans), showing the layout, location, unit numbers and dimensions of the Phase II Units and the Phase III Units, stating that the Phase II Building and the Phase III Building have no name, and bearing the verified statement of a registered architect certifying that such plans fully and accurately depict the layout, location, unit numbers and dimensions of the Phase II Units and the Phase III Units as built.
4. The intent of this First Amendment of Master Deed is to incorporate into the Condominium the Phase II Units and the Phase III Units and this First Amendment of Master Deed shall constitute both the Phase II Deed and the Phase III Deed (as such terms are defined in the Master Deed). Any questions of interpretation of this First Amendment shall be resolved consistent with the foregoing intent.
5. All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.
6. Except as amended hereby, the Master Deed is ratified and confirmed in all other respects and is incorporated herein by reference as if set forth in full herein.

EXECUTED as a sealed instrument this 3rd day of April, 1989.

ONE EIGHTY-ONE OAK STREET ASSOCIATES
LIMITED PARTNERSHIP

By: CYPRESS-OAK CORPORATION,
General Partner

By: 
Jack J. Antaramian,
President and Treasurer

2 1 7 7 1 2 7 2 0

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SECOND AMENDMENT OF MASTER DEED

Reference is made to the Master Deed of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County Registry of Deeds on March 31, 1989, Book 19733, Page 407 as amended by First Amendment of Master Deed dated April 3, 1989 and recorded with said Registry on April 4, 1989 in Book ~~19733~~ Page 13 (hereinafter collectively referred to as the "Master Deed"). The undersigned, being the Owner of record of all the Units in the Condominium and all of the Trustees of the Village Falls Condominium Trust respectively, pursuant to the rights reserved to them in Section 13 of the Master Deed, do hereby amend said Master Deed as follows:

1. The following is hereby added to the end of the third paragraph of Section 12.A. of the Master Deed: ", except that the Newton Community Development Authority, or its successor, shall be authorized to lease or rent a Unit more than once every twelve (12) months, but only if a tenant has to be removed because of tenant's failure to comply with applicable housing program eligibility requirements."

2. The second paragraph of Section 4 of the Master Deed is hereby amended by deleting the words "a conference room, in the third and fourth lines of said paragraph.

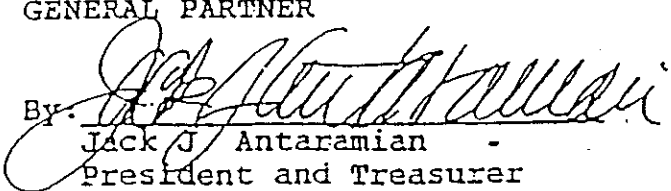
All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.

Except as amended hereby, the Master Deed is ratified and confirmed in all other respects.

Executed as a sealed instrument this 25th day of June, 1989.

ONE EIGHTY-ONE OAK STREET ASSOCIATES
LIMITED PARTNERSHIP, as owner of
record of all Units in the
Condominium

By: CYPRESS-OAK CORPORATION,
GENERAL PARTNER

By: 
Jack J. Antaramian
President and Treasurer

MAR 26 REFERENCE REQUESTED

BOOK 19739 PAGE 13

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: David E. Nassif
David E. Nassif, President and Treasurer

<u>Jack J. Antaramian</u>	) Trustees
Jack J. Antaramian	) of
<u>Robert M. Frazitta</u>	) Village
Robert M. Frazitta	) Falls
<u>Charles J. Thomas</u>	) Condominium
Charles J. Thomas	) Trust
	) and
	) not
	) Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 27, 1989

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me

[Signature]
Notary Public
My Commission Expires: 4/2/95

By: PINE GLEN CORPORATION,
General Partner

By: David E. Nassif
David E. Nassif, President
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 3, 1989

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation before me,

Ann M. Russo
Notary Public
My commission expires: 11/2/95

* and the free act and deed of said
One Eighty - one Oak Street Associates
Limited Partnership

THIRD AMENDMENT OF MASTER DEED

Reference is made to the Master Deed of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County Registry of Deeds on March 31, 1989, Book 19733, Page 407 as amended by First Amendment of Master Deed dated April 3, 1989 and recorded with said Registry on April 4, 1989 in Book 19739, Page 13 and as further amended by a Second Amendment of Master Deed dated June 29, 1989 and recorded with said Registry on June 29, 1989 in Book 19912, Page 289 (hereinafter collectively referred to as the "Master Deed"). The undersigned, being the Owner of Record of at least a seventy-five percent (75%) interest in the Beneficial Interest in the Condominium, and a majority of the Trustees of the Village Falls Condominium Trust, in accordance with Section 13 of the Master Deed hereby amend said Master Deed as follows:

1. Section 12C(c) is hereby deleted in its entirety and the following is hereby added to the end of the third paragraph is inserted in lieu thereof:

deletes "which consent may be revoked by the trustees at any time."

"12C(c) No pets shall be kept in any Unit without the express written consent of the Trustees. If the Trustees consent to the keeping of any pet or pets, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole reasonable discretion exercised in such manner as they determine, upon complaint made by any Unit Owner as to the Noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior consent to keep such pet; and the Trustees may adopt rules and regulations with respect to the manner of keeping of pets provided any rules and regulations are consistent with this paragraph 12C(c)."

All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.

Except as amended hereby, the Master Deed is ratified and confirmed in all other respects.

Executed as a sealed instrument this 13th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: Jack J. Antaramian
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: David E. Nassif
David E. Nassif, President
and Treasurer

<u>Jack J. Antaramian</u>	)	As
Jack J. Antaramian	)	Trustees
<u>Robert M. Frazitta</u>	)	of
Robert M. Frazitta	)	Village
<u>Charles J. Thomas</u>	)	Falls
Charles J. Thomas	)	Condo-
<u>Barbara A. Lyons</u>	)	minium
Barbara A. Lyons	)	Trust
	)	and
	)	not
	)	Indiv-
	)	dually

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

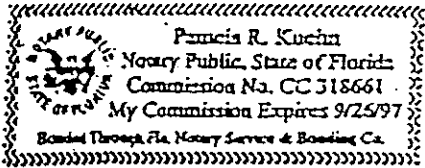
By: _____
Name:
Title:

STATE OF FLORIDA

Collier County, ss.

October 13, 1994

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me.



Francis R. Kuehn
Notary Public
My Commission Expires: 9/26/97

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 14, 1994

Then personally appeared the above-named Bilzhelm A. Lyons, as Trustee of the Village Falls Condominium Trust, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Victoria J. Kuehn
Notary Public Victoria J. Kuehn
My Commission Expires: 5/1/97

Executed as a sealed instrument this 19th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER


By: _____
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: _____
David E. Nassif, President
and Treasurer

_____) As
Jack J. Antaramian) Trustees
_____) of
_____) Village
_____) Falls
Robert M. Frazicca) Condo-
_____) minium
_____) Trust
_____) and
Charles J. Thomas) not
_____) indiv-
_____) dually
_____) _____
Barbara A. Lyons

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

By: 
Name: DARYL S. SMITH
Title: VICE PRESIDENT

Unit No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
301E	Third	1185	K, LR/DR, 2DR	2.17 1.10 0.70
302E	Third	1185	K, LR/DR, 2DR	2.17 1.10 0.70
303E	Third	954	K, LR/DR, 1DR	1.54 0.70 0.56
304E	Third	1122	K, LR/DR, 2DR	2.05 1.03 0.74
305E	Third	873	K, LR/DR, 1DR	1.59 0.80 0.50
306E	Third	1216	K, LR/DR, 2DR	2.22 1.12 0.80
307E	Third	1122	K, LR/DR, 2DR	2.05 1.03 0.74
308E	Third	1305	K, LR, DR, 2DR	2.55 1.29 0.92
401E	Fourth	1105	K, LR/DR, 2DR	2.22 1.12 0.80
402E	Fourth	1105	K, LR/DR, 2DR	2.22 1.12 0.80
403E	Fourth	954	K, LR/DR, 1DR	1.57 0.80 0.57
404E	Fourth	1122	K, LR/DR, 2DR	2.09 1.06 0.76

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairs and elevators leading to exterior doors.

Unit No.	Floor	Approximate Area (sq. ft.) ¹	Rooming	Beneficial Interest (Expressed as a Percentage)
405E	Fourth	073	K, LR/DR, 1BR	1.62
406E	Fourth	1216	K, LR/DR, 2BR	0.02
407E	Fourth	1122	K, LR/DR, 2BR	1.14
408E	Fourth	1305	K, LR/DR, 2BR	2.26
501E	Fifth	1105	K, LR/DR, 2BR	1.05
502E	Fifth	1105	K, LR/DR, 2BR	1.14
503E	Fifth	054	K, LR/DR, 1BR	1.14
504E	Fifth	1122	K, LR/DR, 2BR	0.01
505E	Fifth	073	K, LR/DR, 1BR	0.58
506E	Fifth	1216	K, LR/DR, 2BR	1.08
507E	Fifth	1122	K, LR/DR, 2BR	0.03
508E	Fifth	1385	K, LR/DR, 2BR	1.17
601E	Sixth	1127	K, LR/DR, 2BR	1.08
602E	Sixth	1127	K, LR/DR, 2BR	1.34
				0.96
				0.83
				0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patio or balconies.

2 Number does not include bathroom, mechanical rooms, elevator shaft, K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit, No. Phase I	Floor	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
603B	Sixth	796	K, LR/DR, 1BR	1.62 0.08 0.79
604E	Sixth	1064	K, LR/DR, 2BR	2.17 1.10 0.78
605E	Sixth	873	K, LR/DR, 1BR	1.67 0.04 0.60
606E	Sixth	1150	K, LR/DR, 2BR	2.34 1.18 0.85
607E	Sixth	1065	K, LR/DR, 2BR	2.17 1.10 0.78
608B	Sixth	1274	K, LR/DR, 2BR	2.67 1.34 0.97
Phase II				
G-1C	Garden	1295	K, LR/DR, 2BR	1.17 0.84
G-2C	Garden	1195	K, LR/DR, 2BR	1.08 0.77
G-3C	Garden	1195	K, LR/DR, 2BR	1.08 0.77
G-4C	Garden	1195	K, LR/DR, 2BR	1.08 0.77

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Haster Deed, does not include patio or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	Block	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
0-50	Garden	1151	K, LR/DR, 2BR	1.06 0.76
0-60	Garden	1100	K, LR/DR, 2BR	1.10 0.70
101C	First	1065	K, LR/DR, 1BR	0.96 0.69
102C	First	1353	K, LR/DR, 2BR	1.22 0.87
103C	First	1253	K, LR/DR, 2BR	1.13 0.81
104C	First	1253	K, LR/DR, 2BR	1.13 0.81
105C	First	1253	K, LR/DR, 2BR	1.13 0.81
106C	First	1209	K, LR/DR, 2BR	1.11 0.80
107C	First	1250	K, LR/DR, 2BR	1.14 0.83
201C	Second	1263	K, LR/DR, 2BR	1.14 0.83
202C	Second	1267	K, LR/DR, 2BR	1.14 0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patio or balcony.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
2040	Second	1150	K, LR/DR, 2BR	1.06 0.76
2040	Second	1242	K, LR/DR, 2BR	1.14 0.82
2050	Second	1253	K, LR/DR, 2BR	1.15 0.83
2060	Second	1253	K, LR/DR, 2BR	1.15 0.83
2070	Second	1253	K, LR/DR, 2BR	1.15 0.83
2080	Second	1200	K, LR/DR, 2BR	1.14 0.81
2090	Second	1250	K, LR/DR, 2BR	1.10 0.85
3010	Third	1263	K, LR/DR, 2BR	1.19 0.85
3020	Third	1267	K, LR/DR, 2BR	1.19 0.85
3030	Third	1150	K, LR/DR, 2BR	1.08 0.70
3040	Third	1242	K, LR/DR, 2BR	1.17 0.84

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2. Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Rooming ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
305C	Third	1253	K, LR/DR, 2BR	1.18 0.84
306C	Third	1253	K, LR/DR, 2BR	1.18 0.84
307C	Third	1253	K, LR/DR, 2BR	1.18 0.84
308C	Third	1151	K, LR/DR, 2BR	1.15 0.82
309B	Third	1200	K, LR/DR, 2BR	1.19 0.85
401C	Fourth	1263	K, LR/DR, 2BR	1.21 0.87
402C	Fourth	1267	K, LR/DR, 2BR	1.21 0.87
403C	Fourth	1150	K, LR/DR, 2BR	1.11 0.79
404C	Fourth	1242	K, LR/DR, 2BR	1.19 0.85
405C	Fourth	1253	K, LR/DR, 2BR	1.20 0.86
406C	Fourth	1195	K, LR/DR, 2BR	1.19 0.85

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patios or balconies.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	FLOOR	Approximate Area (sq. ft.)	Rooms	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
8-58	Garden	1151	K, LR/DR, 2BR	1.06
8-68	Garden	1400	K, LR/DR, 2BR	1.10
101C	First	1065	K, LR/DR, 1BR	0.69
102C	First	1353	K, LR/DR, 2BR	1.22
103C	First	1253	K, LR/DR, 2BR	1.13
104C	First	1253	K, LR/DR, 2BR	1.13
105C	First	1253	K, LR/DR, 2BR	1.13
106C	First	1209	K, LR/DR, 2BR	1.11
107C	First	1250	K, LR/DR, 2BR	1.16
201C	Second	1263	K, LR/DR, 2BR	1.16
202C	Second	1267	K, LR/DR, 2BR	1.16

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	FLOOR	Approximate Area (sq ft.) ¹	Rooming ²	Beneficial Interest (Expressed as a Percentage)
Phase II				Phase I Phase II Phase III
407C	Fourth	1195	K, LR/DR, 2BR	1.19 0.05
501C	Fifth	1205	K, LR/DR, 2BR	1.22 0.67
502C	Fifth	1209	K, LR/DR, 2BR	1.22 0.67
503C	Fifth	1092	K, LR/DR, 2BR	1.12 0.60
504C	Fifth	1104	K, LR/DR, 2BR	1.20 0.66
505C	Fifth	1195	K, LR/DR, 2BR	1.21 0.67
Phase III				
G-1V	Garden	109	K, LR/DR, 1BR	0.52
G-2V	Garden	1196	K, LR/DR, 2BR	0.77
G-3V	Garden	1144	K, LR/DR, 2BR	0.74

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patio or balcony.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	FLOOR	Approximate AREA (SQ. FT.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage)
C-4W	Corridor	1151	K, LR/DR, 2BR	0.76
C-5W	Corridor	1200	K, LR/DR, 2BR	0.79
101W	FIRST	1165	K, LR/DR, 2BR	0.75
102W	FIRST	1065	K, LR/DR, 1BR	0.69
103W	FIRST	1202	K, LR/DR, 2BR	0.77
104W	FIRST	1254	K, LR/DR, 2BR	0.81
105W	FIRST	1242	K, LR/DR, 2BR	0.80
106W	FIRST	1144	K, LR/DR, 2BR	0.74
107W	FIRST	1144	K, LR/DR, 2BR	0.74
108W	FIRST	1209	K, LR/DR, 2BR	0.80
109W	FIRST	1250	K, LR/DR, 2BR	0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase III	FLOOR	Approximate AREA (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
201W	Second	1223	K, I.R./DR, 2BR	0.00
202W	Second	1263	K, I.R./DR, 2BR	0.03
203W	Second	1202	K, I.R./DR, 2BR	0.79
204W	Second	1150	K, I.R./DR, 2BR	0.76
205W	Second	1242	K, I.R./DR, 2BR	0.82
206W	Second	1254	K, I.R./DR, 2BR	0.83
207W	Second	1144	K, I.R./DR, 2BR	0.76
208W	Second	1144	K, I.R./DR, 2BR	0.76
209W	Second	1200	K, I.R./DR, 2BR	0.84
210W	Second	1151	K, I.R./DR, 2BR	0.80
301W	Third	1223	K, I.R./DR, 2BR	0.82

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patios or balconies.

2. Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, I.R.-Living Room, DR-Dining Room, I.R./DR-Living/Dining Area, DR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit, No.	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage)
302V	Third	1263	K, I.R./DR, 2BR	0.85
303V	Third	1202	K, I.R./DR, 2BR	0.81
304V	Third	1150	K, I.R./DR, 2BR	0.70
305V	Third	1104	K, I.R./DR, 2BR	0.03
306V	Third	1196	K, I.R./DR, 2BR	0.03
401V	Fourth	1174	K, I.R./DR, 2BR	0.83
402V	Fourth	1263	K, I.R./DR, 2BR	0.87
403V	Fourth	1144	K, I.R./DR, 2BR	0.82
404V	Fourth	1150	K, I.R./DR, 2BR	0.80
501V	Fifth	1239	K, I.R./DR, 2BR	0.87
502V	Fifth	1092	K, I.R./DR, 2BR	0.81

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, I.R.-Living Room, DR-Dining Room, I.R./DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

CONFIRMATORY THIRD AMENDMENT OF MASTER DEED

Reference is made to the Master Deed of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County Registry of Deeds on March 31, 1989, Book 19733, Page 407 as amended by First Amendment of Master Deed dated April 3, 1989 and recorded with said Registry on April 4, 1989 in Book 19739, Page 13 and as further amended by a Second Amendment of Master Deed dated June 29, 1989 and recorded with said Registry on June 29, 1989 in Book 19912, Page 299 (hereinafter collectively referred to as the "Master Deed"). The undersigned, being the Owner of Record of at least a seventy-five percent (75%) interest in the Beneficial Interest in the Condominium, and a majority of the Trustees of the Village Falls Condominium Trust, in accordance with Section 13 of the Master Deed hereby amend said Master Deed as follows:

1. Section 12C(c) is hereby deleted in its entirety and the following is hereby added to the end of the third paragraph is inserted in lieu thereof:

"which may be revoked by the Trustees AT ANY TIME."

12C(c) No pets shall be kept in any Unit without the express written consent of the Trustees. If the Trustees consent to the keeping of any pet or pets, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole reasonable discretion exercised in such manner as they determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, and a determination by the Trustees as to the noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior consent to keep such pet; and the Trustees may adopt rules and regulations with respect to the manner of keeping of pets provided any rules and regulations are consistent with this paragraph 12C(c)."

Deletes →
That's what's added ↵

All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.

Except as amended hereby, the Master Deed is ratified and confirmed in all other respects.

This confirmatory Third Amendment of Master Deed is recorded to correct an unintentional omission of language in the foregoing paragraph.

Executed as a sealed instrument this 13th day of October,
1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES
LIMITED PARTNERSHIP, as owner of
record of all Units in the
Condominium shown on Exhibit A at-
tached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: Jack J. Antaramian
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL
PARTNER

By: David E. Nassif
David E. Nassif, President
and Treasurer

<u>Jack J. Antaramian</u>	) Trustees of Village Falls Condo- minium Trust and Indiv- dually
<u>Robert M. Frazitta</u>	
<u>Charles J. Thomas</u>	
<u>Barbara A. Lyons</u>	

Shawmut Bank, N.A. hereby
consents to the foregoing
amendment:

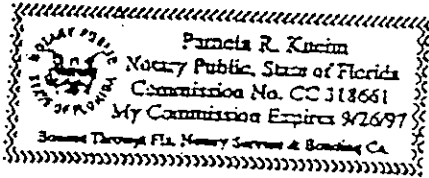
By: _____
Name:
Title:

STATE OF FLORIDA

Collier County, ss.

October 21, 1994

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me.



Pamela R. Kucim
Notary Public
My Commission Expires: 9/26/97

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 24, 1994

Then personally appeared the above-named Robert M. Frazitta, as Trustee of the Village Falls Condominium Trust, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Victoria A. Kaulson
Notary Public Victoria Kaulson
My Commission Expires: 2-1-98

Executed as a sealed instrument this 13th day of October,
1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATE
LIMITED PARTNERSHIP, as owner of
record of all Units in the
Condominium shown on Exhibit A at-
tached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

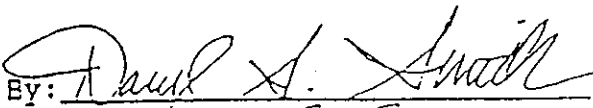
By: _____
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL
PARTNER

By: _____
David E. Nassif, President
and Treasurer

_____) As
Jack J. Antaramian) Trustees
) of
) Village
_____) Falls
Robert M. Frazitta) Condo-
) minium
) Trust
_____) and
Charles J. Thomas) not
) indiv-
) dually
_____)
Barbara A. Lyons

Shawmut Bank, N.A. hereby
consents to the foregoing
amendment:

By: 
Name: DARYL S. SMITH
Title: VICE PRESIDENT

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: David E. Nassif
David E. Nassif, President and Treasurer

<u>Jack J. Antaramian</u>	) Trustees
<u>Robert M. Frazier</u>	) of
Robert M. Frazier	) Village
	) Falls
	) Condo-
	) mium
	) Trust
<u>Charles J. Thomas</u>	) and
	) not
	) indiv-
	) dually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 8, 1989

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me

[Signature]
Notary Public
My Commission Expires: 07/15

EXHIBIT A

Unit No. Phase I	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
2010	FIRST	4500	One open room	9.62 4.04 3.44
101E	FIRST	1305	K, L.R./DR, 2BR	2.33 1.10 0.84
102E	FIRST	1324	K, L.R./DR, 2BR	2.36 1.19 0.85
103E	FIRST	1305	K, L.R., DR, 2BR	2.46 1.24 0.89
204E	Second	1105	K, L.R./DR, 2BR	2.12 1.07 0.77
202E	Second	1105	K, L.R./DR, 2BR	2.12 1.07 0.77
203E	Second	854	K, L.R./DR, 1BR	1.52 0.77 0.55
204E	Second	1122	K, L.R./DR, 2BR	2.00 1.01 0.72
205E	Second	873	K, L.R./DR, 1BR	1.56 0.79 0.56
206E	Second	1216	K, L.R./DR, 2BR	2.17 1.10 0.78
207E	Second	1122	K, L.R./DR, 2BR	2.00 1.01 0.72
208E	Second	1305	K, L.R., DR, 2BR	2.50 1.27 0.91

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include portion of balconies.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, L-Living Room, DR-Dining Room, L.R./DR-Living/Dining Area, BR-Bathroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage)
301E	Third	1105	K, L.R./DR, 2BR	2.17 1.10 0.78
302E	Third	1105	K, L.R./DR, 2BR	2.17 1.10 0.78
303E	Third	054	K, L.R./DR, 1BR	1.54 0.78 0.56
304E	Third	1133	K, L.R./DR, 2BR	2.05 1.03 0.74
305E	Third	073	K, L.R./DR, 1BR	1.59 0.80 0.50
306E	Third	1216	K, L.R./DR, 2BR	2.22 1.12 0.80
307E	Third	1133	K, L.R./DR, 2BR	2.05 1.03 0.74
400E	Third	1305	K, L.R, DR, 2BR	2.55 1.29 0.92
401E	Fourth	1105	K, L.R./DR, 2BR	2.22 1.12 0.80
402E	Fourth	1105	K, L.R./DR, 2BR	2.22 1.12 0.80
403E	Fourth	054	K, L.R./DR, 1BR	1.57 0.80 0.57
404E	Fourth	1133	K, L.R./DR, 2BR	2.09 1.06 0.76

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patios or balconies.
 - 2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, L.R-Living Room, DR-Dining Room, L.R/DR-Living/Dining Area, BR-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	FLOOR	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage)
405E	Fourth	073	K, LR/DR, 1BR	1.62
406E	Fourth	1216	K, LR/DR, 2BR	2.26
407E	Fourth	1122	K, LR/DR, 2BR	1.14
408E	Fourth	1305	K, LR/DR, 2BR	2.09
501E	Fifth	1105	K, LR/DR, 2BR	2.60
502E	Fifth	1105	K, LR/DR, 2BR	2.26
503E	Fifth	054	K, LR/DR, 1BR	2.26
504E	Fifth	1122	K, LR/DR, 2BR	1.14
505E	"	073	K, LR/DR, 1BR	1.60
506E	Fifth	1216	K, LR/DR, 2BR	2.14
507E	Fifth	1133	K, LR/DR, 2BR	1.65
508E	Fifth	1385	K, LR/DR, 2BR	2.31
601E	Sixth	1127	K, LR/DR, 2BR	2.14
602E	Sixth	1127	K, LR/DR, 2BR	2.65
				1.00
				1.17
				1.00
				1.34
				0.83
				1.16
				0.83

1. Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed does not include patio or balconies.

2. Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor to staircase and elevator leading to units.

Unit No.	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I - Phase III
305C	Third	1253	K, L.R/DR, 2BR	1.10 0.84
306C	Third	1253	K, L.R/DR, 2BR	1.10 0.84
307C	Third	1253	K, L.R/DR, 2BR	1.10 0.84
308C	Third	1151	K, L.R/DR, 2BR	1.15 0.02
309B	Third	1200	K, L.R/DR, 2BR	1.19 0.85
401C	Fourth	1263	K, L.R/DR, 2BR	1.21 0.87
402C	Fourth	1367	K, L.R/DR, 2BR	1.21 0.87
403C	Fourth	1150	K, L.R/DR, 2BR	1.11 0.79
404C	Fourth	1242	K, L.R/DR, 2BR	1.19 0.05
405C	Fourth	1253	K, L.R/DR, 2BR	1.20 0.86
406C	Fourth	1195	K, L.R/DR, 2BR	1.19 0.85

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, L.R-Living Room, DR-Dining Room, L.R/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	Floor	Approximate Area (sq. ft.)	Room	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
2020	Second	1150	K, LR/DR, 2BR	1.06 0.76
2040	Second	1242	K, LR/DR, 2BR	1.14 0.82
2050	Second	1253	K, LR/DR, 2BR	1.15 0.83
2060	Second	1253	K, LR/DR, 2BR	1.15 0.83
2070	Second	1253	K, LR/DR, 2BR	1.15 0.83
2080	Second	1200	K, LR/DR, 2BR	1.15 0.83
2090	Second	1250	K, LR/DR, 2BR	1.14 0.81
2010	Third	1263	K, LR/DR, 2BR	1.10 0.85
2020	Third	1267	K, LR/DR, 2BR	1.19 0.85
2030	Third	1150	K, LR/DR, 2BR	1.19 0.85
2040	Third	1242	K, LR/DR, 2BR	1.09 0.70

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patio or balconies.
- 2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom. Each unit has immediate access to a corridor and to stairs and elevators leading to exterior doors.

Unit No. Phase III	Floor	Approximate Area (sq. ft.) ¹	Room ²	Nonofficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
302V	Third	1263	K, L.R./DR, 2BR	0.85
303V	Third	1202	K, L.R./DR, 2BR	0.81
304V	Third	1150	K, L.R./DR, 2BR	0.70
305V	Third	1184	K, L.R./DR, 2BR	0.03
306V	Third	1196	K, L.R./DR, 2BR	0.03
401V	Fourth	1174	K, L.R./DR, 2BR	0.03
402V	Fourth	1263	K, L.R./DR, 2BR	0.07
403V	Fourth	1144	K, L.R./DR, 2BR	0.82
404V	Fourth	1150	K, L.R./DR, 2BR	0.00
501V	Fifth	1239	K, L.R./DR, 2BR	0.87
502V	Fifth	1092	K, L.R./DR, 2BR	0.81

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patio or balcony.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, L.R.-Living Room, DR-Dining Room, L.R./DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase III	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
201V	Second	1223	K, LR/DR, ZBR	0.80
202V	Second	1263	K, LR/DR, ZBR	0.03
203V	Second	1202	K, LR/DR, ZBR	0.79
204V	Second	1150	K, LR/DR, ZBR	0.76
205V	Second	1242	K, LR/DR, ZBR	0.02
206V	Second	1254	K, LR/DR, ZBR	0.03
207V	Second	1144	K, LR/DR, ZBR	0.76
208V	Second	1144	K, LR/DR, ZBR	0.76
209V	Second	1200	K, LR/DR, ZBR	0.84
210V	Second	1151	K, LR/DR, ZBR	0.80
301V	Third	1223	K, LR/DR, ZBR	0.02

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase III	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
C-4V	Caution	1151	K, LR/DR, 2BR	0.76
C-5V	Caution	1200	K, LR/DR, 3BR	0.79
101V	Floor	1165	K, LR/DR, 2BR	0.75
102V	Floor	1065	K, LR/DR, 1BR	0.69
103V	Floor	1202	K, LR/DR, 2BR	0.77
104V	Floor	1254	K, LR/DR, 2BR	0.81
105V	Floor	1242	K, LR/DR, 2BR	0.80
106V	Floor	1144	K, LR/DR, 2BR	0.74
107V	Floor	1144	K, LR/DR, 3BR	0.74
108V	Floor	1209	K, LR/DR, 2BR	0.80
109V	Floor	1250	K, LR/DR, 2BR	0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patio or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	Floor	Approximate Area (sq ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
407C	Fourth	1195	K, LR/DR, 2BR	1.19 0.85
501C	Fifth	1205	K, LR/DR, 2BR	1.22 0.87
502C	Fifth	1209	K, LR/DR, 2BR	1.22 0.87
503C	Fifth	1092	K, LR/DR, 2BR	1.12 0.80
504C	Fifth	1104	K, LR/DR, 2BR	1.20 0.86
505C	Fifth	1195	K, LR/DR, 2BR	1.21 0.87
Phase III				
G-1V	Garden	799	K, LR/DR, 1BR	0.82
G-2V	Garden	1196	K, LR/DR, 2BR	0.77
G-3V	Garden	1144	K, LR/DR, 2BR	0.74

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed, does not include patio or balcony.

2 Number does not include bathroom, mechanical rooms, closets or entry areas K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
0-50	Garden	151	K, LR/DR, 2BR	1.06
0-60	Garden	1300	K, LR/DR, 2BR	1.10
101C	First	1065	K, LR/DR, 1BR	0.96
102C	First	1353	K, LR/DR, 2BR	1.22
103C	First	1253	K, LR/DR, 2BR	1.13
104C	First	1253	K, LR/DR, 2BR	1.13
105C	First	1253	K, LR/DR, 2BR	1.13
106C	First	1209	K, LR/DR, 2BR	1.11
107C	First	1250	K, LR/DR, 2BR	1.14
201C	Second	1263	K, LR/DR, 2BR	1.14
202C	Second	1267	K, LR/DR, 2BR	1.14

1 Hatched between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patio or balcony.

2 Hatched does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

CONFIDENTIAL

Unit No.	FLOOR	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage)
PHASE I				PHASE I PHASE II PHASE III
603H	Sixth	796	K, LR/DR, 2BR	0.02 0.59
604E	Sixth	1064	K, LR/DR, 2BR	2.17 1.10 0.70 (1)
605E	Sixth	873	K, LR/DR, 1BR	1.67 0.05 0.60 —
606E	Sixth	1150	K, LR/DR, 2BR	2.34 1.10 0.85 (0)
607E	Sixth	1065	K, LR/DR, 2BR	2.17 1.10 0.70 (1)
608E	Sixth	1274	K, LR/DR, 2BR	2.67 1.35 0.97 (1)
PHASE II				
C-1C	Garden	1295	K, LR/DR, 2BR	1.17 0.84 (1)
C-2C	Garden	1195	K, LR/DR, 2BR	1.00 0.77 (1)
C-3C	Garden	1195	K, LR/DR, 2BR	1.00 0.77 (1)
C-4C	Garden	1195	K, LR/DR, 2BR	1.00 0.77 (1)

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patio or balcony.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior floors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

Unit. No. Phase III	Floor	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
201W	Second	1223	K, LR/DR, 2BR	0.80
202W	Second	1263	K, LR/DR, 2BR	0.83
203W	Second	1202	K, LR/DR, 2BR	0.79
204W	Second	1150	K, LR/DR, 2BR	0.76
205W	Second	1242	K, LR/DR, 2BR	0.82
206W	Second	1254	K, LR/DR, 2BR	0.83
207W	Second	1144	K, LR/DR, 2BR	0.76
208W	Second	1144	K, LR/DR, 2BR	0.76
209W	Second	1200	K, LR/DR, 2BR	0.84
210W	Second	1151	K, LR/DR, 2BR	0.80
301W	Third	1223	K, LR/DR, 2BR	0.82

¹ Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

² Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living/Dining Area, BR=Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

EXHIBIT B

TO THE MASTER DEED OF THE VILLAGE FALLS CONDOMINIUM

<u>Unit. No.</u> <u>Phase III</u>	<u>Floor</u>	<u>Approximate</u> <u>Area (sq. ft.)¹</u>	<u>Rooms²</u>	<u>Beneficial Interest</u> <u>(Expressed as a Percentage)</u> <u>Phase I Phase II Phase III</u>
302W	Third	1263	K, LR/DR, 2BR	0.85
303W	Third	1202	K, LR/DR, 2BR	0.81
304W	Third	1150	K, LR/DR, 2BR	0.78
305W	Third	1184	K, LR/DR, 2BR	0.83
306W	Third	1196	K, LR/DR, 2BR	0.83
401W	Fourth	1174	K, LR/DR, 2BR	0.83
402W	Fourth	1263	K, LR/DR, 2BR	0.87
403W	Fourth	1144	K, LR/DR, 2BR	0.82
404W	Fourth	1150	K, LR/DR, 2BR	0.80
501W	Fifth	1239	K, LR/DR, 2BR	0.67
502W	Fifth	1092	K, LR/DR, 2BR	0.61

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K=Kitchen, LR=Living Room, DR=Dining Room, LR/DR=Living/Dining Area, BR=Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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THIRD AMENDMENT OF MASTER DEED

Reference is made to the Master Deed of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County Registry of Deeds on March 31, 1989, Book 19713, Page 407 as amended by First Amendment of Master Deed dated April 3, 1989 and recorded with said Registry on April 4, 1989 in Book 19739, Page 13 and as further amended by a Second Amendment of Master Deed dated June 29, 1989 and recorded with said Registry on June 29, 1989 in Book 19912, Page 289 (hereinafter collectively referred to as the "Master Deed"). The undersigned, being the Owner of Record of at least a seventy-five percent (75%) interest in the Beneficial Interest in the Condominium, and a majority of the Trustees of the Village Falls Condominium Trust, in accordance with Section 13 of the Master Deed hereby amend said Master Deed as follows:

1. Section 12C(c) is hereby deleted in its entirety and the following is hereby added to the end of the third paragraph is inserted in lieu thereof:

"12C(c) No pets shall be kept in any Unit without the express written consent of the Trustees. If the Trustees consent to the keeping of any pet or pets, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole reasonable discretion exercised in such manner as they determine, upon complaint made by any Unit Owner as to the Noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior consent to keep such pet; and the Trustees may adopt rules and regulations with respect to the manner of keeping of pets provided any rules and regulations are consistent with this paragraph 12C(c)."

All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.

Except as amended hereby, the Master Deed is ratified and confirmed in all other respects.

MARGINAL REFERENCE REQUESTED
BOOK 19733 PAGE 407

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BOOK 24946 P 198 Copy Mac

24925312

Executed as a sealed instrument this 19th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: Jack G. Antaramian
Jack G. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: David E. Nassif
David E. Nassif, President
and Treasurer

Jack J. Antaramian) As
Jack J. Antaramian) Trustees
Robert M. Frazitta) of
Robert M. Frazitta) Village
) Falls
) Condo-
) minium
) Trust
) and
Charles J. Thomas) not
) Individ-
Barbara A. Lyons) dually
Barbara A. Lyons

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

By: _____
Name:
Title:

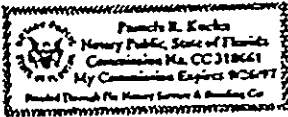
249250313

STATE OF FLORIDA

Columbia County, ss.

October 13, 1994

Then personally appeared the above-named Jack J. Antaramian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me.



Francis R. Koels
Notary Public
My Commission Expires: 9/26/97

COMMONWEALTH OF MASSACHUSETTS

Northampton, ss.

October 14, 1994

Then personally appeared the above-named Richard A. Goss, as Trustee of the Village Falls Condominium Trust, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Richard A. Goss
Notary Public
My Commission Expires: 5/1/97

24925-314

Executed as a sealed instrument this 19th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: _____
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: _____
David E. Nassif, President
and Treasurer

_____	)	As
Jack J. Antaramian	)	Trustees
	)	of
	)	Village
	)	Falls
_____	)	Condo-
Robert M. Frazitta	)	minium
	)	Trust
	)	and
_____	)	not
Charles J. Thomas	)	Indiv-
	)	dually
_____)	
Barbara A. Lyons)	

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

By: David S. Smith
Name: David S. Smith
Title: Vice President

24925K315

EXHIBIT A

Unit No.	Floor	Approximate Area (sq. ft.)	Rooms?	Beneficial Interest (Expressed as a Percentage)			
Phase I				Phase I	Phase II	Phase III	
Suite 1	First	4508	One open room	9.62	4.84	3.44	U
101E	First	1305	K, LR/DR, 2BR	2.33	1.18	0.84	1
102E	First	1324	K, LR/DR, 2BR	2.38	1.19	0.85	9
103E	First	1383	K, LR, DR, 2BR	2.44	1.24	0.89	7
104E	Second	1165	K, LR/DR, 2BR	2.11	1.07	0.77	6
105E	Second	1165	K, LR/DR, 2BR	2.12	1.07	0.77	6
106E	Second	834	K, LR/DR, 1BR	1.52	0.77	0.55	9
107E	Second	1128	K, LR/DR, 2BR	2.00	1.01	0.74	6
108E	Second	873	K, LR/DR, 1BR	1.58	0.79	0.58	6
109E	Second	1334	K, LR/DR, 2BR	2.17	1.10	0.78	6
110E	Second	1133	K, LR/DR, 2BR	2.00	1.01	0.73	6
208E	Second	1385	K, LR, DR, 2BR	2.50	1.27	0.91	7

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

249250316

Unit No.	Floor	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage)		
Phase I				Phase I	Phase II	Phase III
301E	Third	1185	K, LK/DR, 2BK	2.17	1.10	0.78
302E	Third	1185	K, LK/DR, 2BK	2.17	1.10	0.78
303E	Third	854	K, LK/DR, 2BK	1.54	0.78	0.56
304E	Third	1133	K, LK/DR, 2BK	1.65	1.09	0.74
305E	Third	873	K, LK/DR, 2BK	1.39	0.80	0.58
306E	Third	1216	K, LK/DR, 2BK	2.12	1.12	0.80
307E	Third	1133	K, LK/DR, 2BK	1.65	1.09	0.74
308E	Third	1385	K, LK, DR, 2BK	2.95	1.29	0.92
401E	Fourth	1185	K, LK/DR, 2BK	2.12	1.12	0.80
402E	Fourth	1185	K, LK/DR, 2BK	2.12	1.12	0.80
403E	Fourth	854	K, LK/DR, 2BK	1.57	0.80	0.57
404E	Fourth	1133	K, LK/DR, 2BK	1.65	1.09	0.74

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LK-Living Room, DR-Dining Room, LK/DR-Living/Dining Area, BK-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase I	Floor	Approximate Area (sq. ft.) ¹	Form ²	Beneficial Interest (Expressed as a Percentage) Phase I, Phase II, Phase III
601E	6th	196	K, LR/DR, 2BR	1.17
601E	6th	1064	K, LR/DR, 2BR	2.17
602E	6th	873	K, LR/DR, 2BR	1.87
602E	6th	1138	K, LR/DR, 2BR	2.18
603E	6th	1081	K, LR/DR, 2BR	1.87
604E	6th	1824	K, LR/DR, 2BR	1.87
Phase II				
0-10	Garden	1293	K, LR/DR, 2BR	1.17
0-10	Garden	1193	K, LR/DR, 2BR	1.08
0-10	Garden	1193	K, LR/DR, 2BR	1.08
0-10	Garden	1193	K, LR/DR, 2BR	1.08

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.
 - 2 Number does not include bathroom, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase II	Floor	Approximate Area (sq. ft.) ¹	Room?	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
1010	First	1065	K, LN/DR, 2BR	0.96 0.69
1020	First	1333	K, LN/DR, 2BR	1.22 0.87
1030	First	1233	K, LN/DR, 2BR	1.13 0.81
1040	First	1233	K, LN/DR, 2BR	1.13 0.81
1050	First	1233	K, LN/DR, 2BR	1.13 0.81
1060	First	1209	K, LN/DR, 2BR	1.11 0.80
1070	First	1238	K, LN/DR, 2BR	1.18 0.83
1080	Second	1263	K, LN/DR, 2BR	1.16 0.83
1090	Second	1267	K, LN/DR, 2BR	1.16 0.83

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed.
does not include patios or balconies.
 - 2 Huber does not include bathroom, mechanical room, closets or entry areas; K-Kitchen,
LN-Living Room, DR-Dining Room, LN/DR-Living/Dining Area, BR-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase II	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
201C	Second	1242	K, LR/DR, 2BR	1.00 0.00
205C	Second	1233	K, LR/DR, 2BR	1.14 0.82
206C	Second	1233	K, LR/DR, 2BR	1.15 0.83
207C	Second	1233	K, LR/DR, 2BR	1.13 0.83
208C	Second	1233	K, LR/DR, 2BR	1.13 0.83
209C	Second	1238	K, LR/DR, 2BR	1.18 0.83
201D	Third	1263	K, LR/DR, 2BR	1.19 0.83
202D	Third	1267	K, LR/DR, 2BR	1.19 0.83
203D	Third	1150	K, LR/DR, 2BR	1.01 0.71
204D	Third	1212	K, LR/DR, 2BR	1.17 0.84

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathroom, mechanical room, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase II	Floor	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
305C	Third	1253	K, LR/DR, 2BR	1.18 0.84
306C	Third	1253	K, LR/DR, 2BR	1.18 0.84
307C	Third	1253	K, LR/DR, 2BR	1.18 0.84
308C	Third	1151	K, LR/DR, 2BR	1.15 0.82
309C	Third	1200	K, LR/DR, 2BR	1.19 0.83
401D	Fourth	1263	K, LR/DR, 2BR	1.21 0.87
408C	Fourth	1367	K, LR/DR, 2BR	1.41 0.97
403C	Fourth	1130	K, LR/DR, 2BR	1.11 0.79
404C	Fourth	1242	K, LR/DR, 2BR	1.19 0.83
405C	Fourth	1253	K, LR/DR, 2BR	1.20 0.84
406C	Fourth	1195	K, LR/DR, 2BR	1.19 0.83

- 1 Measured between the boundaries of the unit, as described in Paragraph 6 of the Master Deed does not include patios or balconies.
 - 2 Number does not include bathrooms, mechanical rooms, closets or entry access K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase II	FLOOR	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
407C	Fourth	1195	K, LR/DR, 2BK	1.19 0.85
501C	711th	1205	K, LR/DR, 2BK	1.22 0.87
502C	711th	1209	K, LR/DR, 2BK	1.22 0.87
503C	711th	1092	K, LR/DR, 2BK	1.12 0.80
504C	711th	1181	K, LR/DR, 2BK	1.20 0.85
505C	711th	1193	K, LR/DR, 2BK	1.21 0.87

Unit No.	Area	Room	Beneficial Interest
4-IV	Garden	K, LR/DR, 2BK	1.11
5-IV	Garden	K, LR/DR, 2BK	0.77
6-IV	Garden	K, LR/DR, 2BK	0.71

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.
 - 2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BK-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase III	Floor	Approximate Area (sq. ft.) ¹	Room?	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
<u>Garage</u>				
	Garage	1300	K, LR/DR, 2BR	0.75
<u>1000</u>				
100U	First	1144	K, LR/DR, 2BR	0.75
102V	First	1065	K, LR/DR, 2BR	0.69
103Y	First	1202	K, LR/DR, 2BR	0.77
104V	First	1234	K, LR/DR, 2BR	0.81
105V	First	1242	K, LR/DR, 2BR	0.80
106V	First	1144	K, LR/DR, 2BR	0.74
<u>1000</u>				
108V	First	1209	K, LR/DR, 2BR	0.80
109V	First	1258	K, LR/DR, 2BR	0.83

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen; LR-Living Room; DR-Dining Room; LR/DR-Living/Dining Area; BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit, No. Phase III	Floor	Approximate Area (sq. ft.) ¹	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I, Phase II, Phase III
201V	Second	1223	K, LK/DK, 2BK	0.80
202V	Second	1263	K, LK/DK, 2BK	0.83
203V	Second	1202	K, LK/DK, 2BK	0.79
204V	Second	1150	X, LK/DK, 2BK	0.79
205V	Second	1242	K, LK/DK, 2BK	0.82
206V	Second	1234	K, LK/DK, 2BK	0.83
207V	Second	1144	X, LK/DK, 2BK	0.76
208V	Second	1144	K, LK/DK, 2BK	0.76
209V	Second	1100	K, LK/DK, 2BK	0.81
210V	Second	1133	X, LK/DK, 2BK	0.80
201V	Third	1233	K, LK/DK, 2BK	0.82

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; X-Kitchen, LK-Living Room, DK-Dining Room, LK/DK-Living/Dining Area, BK-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase III	Zones	Approximate Area (sq. ft.) ¹	Rooms ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
302V	Third	1265	K, LR/DR, 2BR	0.85
303V	Third	1150	K, LR/DR, 2BR	0.78
303V	Third	1188	K, LR/DR, 2BR	0.83
308V	Third	1196	K, LR/DR, 2BR	0.83
401V	Fourth	1174	K, LR/DR, 2BR	0.87
402V	Fourth	1263	K, LR/DR, 2BR	0.82
403V	Fourth	1144	K, LR/DR, 2BR	0.80
404V	Fourth	1150	K, LR/DR, 2BR	0.87
501V	Fifth	1239	K, LR/DR, 2BR	0.81
502V	Fifth	1092	K, LR/DR, 2BR	0.81

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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CONFIRMATORY THIRD AMENDMENT OF MASTER DEED

Reference is made to the Master Deed of Village Falls Condominium (the "Condominium"), dated March 29, 1989 and recorded with the Middlesex County Registry of Deeds on March 31, 1989, Book 19733, Page 407 as amended by First Amendment of Master Deed dated April 3, 1989 and recorded with said Registry on April 4, 1989 in Book 19739, Page 13 and as further amended by a Second Amendment of Master Deed dated June 29, 1989 and recorded with said Registry on June 29, 1989 in Book 19912, Page 289 (hereinafter collectively referred to as the "Master Deed"). The undersigned, being the Owner of Record of at least a seventy-five percent (75%) interest in the Beneficial Interest in the Condominium, and a majority of the Trustees of the Village Falls Condominium Trust, in accordance with Section 13 of the Master Deed hereby amend said Master Deed as follows:

1. Section 12(c) is hereby deleted in its entirety and the following is hereby added to the end of the third paragraph inserted in lieu thereof:

12(c) No pets shall be kept in any Unit without the express written consent of the Trustees. If the Trustees consent to the keeping of any pet or pets, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole reasonable discretion exercised in such manner as they determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, and a determination by the Trustees as to the noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior consent to keep such pet; and the Trustees may adopt rules and regulations with respect to the manner of keeping of pets provided any rules and regulations are consistent with this paragraph 12(c).

All capitalized terms which are used but are not defined herein shall have the same meaning given to them in the Master Deed.

Except as amended hereby, the Master Deed is ratified and confirmed in all other respects.

This confirmatory Third Amendment of Master Deed is recorded to correct an unintentional omission of language in the foregoing paragraph.

MSD 10/26/94 09:28:55 96 22.00

Trust Deed
MARGINAL REFERENCE SECURED
BOOK 19733 PAGE 407

And
MARGINAL REFERENCE SECURED
BOOK 24945 PAGE 311

24946 199

Executed as a sealed instrument this 13th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: Jack J. Antaramian
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: David E. Nassif
David E. Nassif, President
and Treasurer

<u>Jack J. Antaramian</u>	}	Trustees
Jack J. Antaramian		
<u>Robert M. Frazitta</u>	}	of
Robert E. Frazitta		
<u>Charles J. Thomas</u>	}	Village
Charles J. Thomas		
<u>Barbara A. Lyons</u>	}	Falls
Barbara A. Lyons		
	}	Condo-
	}	minium
	}	Trust
	}	and
	}	not
	}	Indiv-
	}	dually

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

By: _____
Name:
Title:

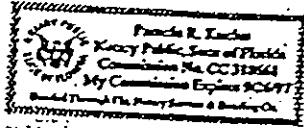
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STATE OF FLORIDA

Collier County, ss.

October 31, 1994

Then personally appeared the above-named Jack J. Antarian, President and Treasurer of Cypress-Oak Corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation and the free act and deed of One Eighty-One Oak Street Associates Limited Partnership, before me.



Florida R. Kiehl
Notary Public
My Commission Expires: 9/26/97

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 24, 1994

Then personally appeared the above-named Robert M. Frazitta as Trustee of the Village Falls Condominium Trust, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Victoria J. Neilson
Notary Public Victoria Neilson
My Commission Expires: 5-1-78

W 24946 PC 201

Executed as a sealed instrument this 13th day of October, 1994.

ONE EIGHTY-ONE OAK STREET ASSOCIATES LIMITED PARTNERSHIP, as owner of record of all Units in the Condominium shown on Exhibit A attached hereto and made a part hereof

By: CYPRESS-OAK CORPORATION
GENERAL PARTNER

By: _____
Jack J. Antaramian
President and Treasurer

By: PINE GLEN CORPORATION, GENERAL PARTNER

By: _____
David E. Nassif, President
and Treasurer

_____	) As
Jack J. Antaramian	) Trustees
	) of
	) Village
	) Falls
Robert M. Frazitta	) Condo-
	) minium
	) Trust
	) and
Charles J. Thomas	) not
	) indiv-
	) dually
_____)
Barbara A. Lyons)

Shawmut Bank, N.A. hereby consents to the foregoing amendment:

By: David S. Smith
Name: David S. Smith
Title: Vice President

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EXHIBIT A

Unit, No. Phase I	Floor	Approximate Area (sq. ft.)	Room	Beneficial Interest (Expressed as a Percentage)
Suite 1	First	4300	One open room	9.62
101E	First	1303	K, LR/DR, BR	1.81
102E	First	1324	K, LR/DR, BR	1.85
103E	First	1303	K, LR/DR, BR	1.81
201E	Second	1106	K, LR/DR, BR	1.56
202E	Second	1105	K, LR/DR, BR	1.56
203E	Second	834	K, LR/DR, BR	1.24
204E	Second	1188	K, LR/DR, BR	1.72
205E	Second	873	K, LR/DR, BR	1.27
206E	Second	1236	K, LR/DR, BR	1.76
207E	Second	1122	K, LR/DR, BR	1.61
208E	Second	1385	K, LR, DR, BR	1.91

- 1 Measured between the boundaries of the unit, as described in Paragraph 1 of the Master Deed; does not include patios or balconies.
 - 2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.
- Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase I	FLOOR	Approximate Area - sq. ft.	Room	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
301E	Third	1105	K, LR/DR, 2BR	2.17 1.10 0.70
302E	Third	1105	K, LR/DR, 2BR	2.17 1.10 0.70
303E	Third	054	K, LR/DR, 1BR	1.54 0.70 0.36
304E	Third	1122	K, LR/DR, 2BR	2.05 1.03 0.74
305E	Third	072	K, LR/DR, 1BR	1.59 0.80 0.50
306E	Third	1216	K, LR/DR, 2BR	2.22 1.12 0.80
307E	Third	1172	K, LR/DR, 2BR	2.01 1.03 0.74
308E	Third	1303	K, LR, DR, 2BR	2.35 1.29 0.92
401E	Fourth	1105	K, LR/DR, 2BR	2.22 1.12 0.80
402E	Fourth	1165	K, LR/DR, 2BR	2.22 1.12 0.80
403E	Fourth	054	K, LR/DR, 1BR	1.57 0.80 0.57
404E	Fourth	1122	K, LR/DR, 2BR	2.05 1.03 0.74

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets, entry areas, K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedrooms.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No.	Floor	Approximate Area (sq. ft.)	Rooms	Beneficial Interest (Expressed as a Percentage)
405E	Fourth	073	K, LR/DR, ZDR	Phase I Phase II Phase III 1.82 0.82 0.59
406E	Fourth	1216	K, LR/DR, ZDR	2.26 1.14 0.82
407E	Fourth	1132	K, LR/DR, ZDR	1.09 1.08 0.74
408E	Fourth	1381	K, LR/DR, ZDR	1.40 1.11 0.84
501E	Fifth	1185	K, LR/DR, ZDR	2.26 1.14 0.82
502E	Fifth	1105	K, LR/DR, ZDR	2.26 1.14 0.82
503E	Fifth	854	K, LR/DR, ZDR	1.60 0.81 0.58
504E	Fifth	1122	K, LR/DR, ZDR	2.14 1.00 0.78
505E	Fifth	073	K, LR/DR, ZDR	1.82 0.82 0.59
506E	Fifth	1216	K, LR/DR, ZDR	2.26 1.14 0.82
507E	Fifth	1132	K, LR/DR, ZDR	1.09 1.08 0.74
508E	Fifth	1381	K, LR/DR, ZDR	1.40 1.11 0.84
601E	Sixth	1127	K, LR/DR, ZDR	2.29 1.16 0.83
602E	Sixth	1127	K, LR/DR, ZDR	2.29 1.16 0.83

1 Measured between the boundaries of the unit, as described in paragraphs of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas. K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit, No.	Phase	Floor	Approximate Area (sq. ft.)	Room?	Beneficial Interest (Expressed as a Percentage)
603E	Phase I	Sixth	796	K, LR/DR, 1BR	1.68
604E	Phase I	Sixth	1064	K, LR/DR, 2BR	2.17
605E	Phase I	Sixth	073	K, LR/DR, 1BR	1.07
606E	Phase I	Sixth	1150	K, LR/DR, 2BR	2.34
607E	Phase I	Sixth	1063	K, LR/DR, 2BR	3.17
608E	Phase I	Sixth	1274	K, LR/DR, 2BR	2.67
Phase II					
0-1C	Phase II	Garden	1295	K, LR/DR, 2BR	1.17
0-2C	Phase II	Garden	1195	K, LR/DR, 2BR	1.00
0-3C	Phase II	Garden	1195	K, LR/DR, 2BR	1.00
0-4C	Phase II	Garden	1303	K, LR/DR, 2BR	1.00

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.
- 2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom. Each unit has immediate access in a corridor and to stairways and elevators leading to exterior doors.

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Unit, No. Phase II	FLOOR	Approximate Area (sq. ft.)	Room	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
0-60	Garden	1131	K1-LR/DR-ZBR	1.06
0-60	Garden	1200	K1-LR/DR-ZBR	1.10
101C	First	1065	K, LR/DR, DR	0.96
102C	First	1333	K, LR/DR, ZBR	1.22
103C	First	1233	K, LR/DR, ZBR	1.13
104C	First	1233	K, LR/DR, ZBR	1.13
105C	First	1233	K, LR/DR, ZBR	1.13
106C	First	1209	K, LR/DR, ZBR	1.13
107C	First	1258	K, LR/DR, ZBR	1.11
201C	Second	1263	K, LR/DR, ZBR	1.14
202C	Second	1267	K, LR/DR, ZBR	1.16

1 Measured between the boundaries of the unit, as described in Paragraph A of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, DR-Bedroom. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit, No. Phase II	FLOOR	Approximate Area (sq. ft.)	Room 2	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
2030	Second	1150	K, LR/DR, ZBR	0.00
2040	Second	1242	K, LR/DR, ZBR	1.14 0.02
2050	Second	1253	K, LR/DR, ZBR	1.15 0.03
2060	Second	1253	K, LR/DR, ZBR	1.15 0.03
2070	Second	1253	K, LR/DR, ZBR	1.15 0.03
2080	Second	1300	K, LR/DR, ZBR	1.15 0.03
2090	Second	1256	K, LR/DR, ZBR	0.81
3010	Third	1263	K, LR/DR, ZBR	1.16 0.05
3020	Third	1267	K, LR/DR, ZBR	1.19 0.05
3030	Third	1330	K, LR/DR, ZBR	1.19 0.05
3040	Third	1242	K, LR/DR, ZBR	0.78 1.17 0.04

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom, Kitchen. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	Floor	Approximate Area (sq. ft.)	Room ²	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
3050	Third	1253	K, LR/DR, ZBR	1.10 0.04
3060	Third	1253	K, LR/DR, ZBR	1.10 0.04
3070	Third	1253	K, LR/DR, ZBR	1.10 0.04
3080	Third	1151	K, LR/DR, ZBR	1.15 0.02
3090	Third	1200	K, LR/DR, ZBR	1.19 0.11
4010	Fourth	1263	K, LR/DR, ZBR	1.21 0.07
4020	Fourth	1267	K, LR/DR, ZBR	1.21 0.07
4030	Fourth	1150	K, LR/DR, ZBR	1.11 0.79
4040	Fourth	1242	K, LR/DR, ZBR	1.19 0.05
4050	Fourth	1253	K, LR/DR, ZBR	1.20 0.06
4060	Fourth	1195	K, LR/DR, ZBR	1.19 0.05

1 Measured between the boundaries of the unit, as described in Paragraph A of the Master Deed; does not include patio or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase II	FLOOR	Approximate Area (sq. ft.)	Room	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
407C	Fourth	1195	K, LR/DR, 2BR	1.19 0.05
501C	Fifth	1205	K, LR/DR, 2BR	1.22 0.07
502C	Fifth	1209	K, LR/DR, 2BR	1.22 0.07
503C	Fifth	1092	K, LR/DR, 2BR	1.12 0.00
504C	Fifth	1104	K, LR/DR, 2BR	1.20 0.06
505C	Fifth	1195	K, LR/DR, 2BR	1.21 0.07
Phase III				
C-1V	Garden	709	K, LR/DR, 2BR	0.12
C-2V	Garden	1196	K, LR/DR, 2BR	0.77
C-3V	Garden	1144	K, LR/DR, 2BR	0.31

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or utility rooms, kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom, etc.

Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

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Unit No. Phase III	Floor	Approximate Area (sq. ft.)	Room?	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
101W	Garden	1131	K-LR/DR, DR	0.74
101V	Garden	1300	X-LR/DR, DR	0.79
102U	First	1166	X-LR/DR, DR	0.79
102V	First	1065	X, LR/DR, DR	0.69
103V	First	1202	X, LR/DR, DR	0.77
104V	First	1254	X, LR/DR, DR	0.81
105V	First	1242	X, LR/DR, DR	0.80
106V	First	1144	X, LR/DR, DR	0.74
107U	First	1144	X, LR/DR, DR	0.74
108V	First	1209	X, LR/DR, DR	0.80
109V	First	1256	X, LR/DR, DR	0.80

- 1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.
- 2 Number does not include bathrooms, mechanical rooms, closets of entry areas, K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, DR-Bedroom. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit, No. Phase III	FLOOR	Approximate Area (sq. ft.)	Room	Beneficial Interest (Expressed as a Percentage) Phase III
201V	Second	1223	K, LR/DR, ZBR	0.80
202V	Second	1263	K, LR/DR, ZBR	0.83
203V	Second	1202	K, LR/DR, ZBR	0.79
204V	Second	1180	K, LR/DR, ZBR	0.70
205V	Second	1242	K, LR/DR, ZBR	0.82
206V	Second	1234	K, LR/DR, ZBR	0.83
207V	Second	1144	K, LR/DR, ZBR	0.76
208V	Second	1144	K, LR/DR, ZBR	0.84
209V	Second	1200	K, LR/DR, ZBR	0.80
210V	Second	1131	K, LR/DR, ZBR	0.82
201V	Third	1223	K, LR/DR, ZBR	0.82

1 Measured between the boundaries of the unit, as described in Paragraph 4 of the Master Deed; does not include patios or balconies.

2 Number does not include bathrooms, mechanical rooms, closets or entry areas; K-Kitchen, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom, ZBR-Zoo. Each unit has immediate access to a corridor and to stairways and elevators leading to exterior doors.

Unit No. Phase III	Floor	Approximate Area (sq. ft.)	Notes	Beneficial Interest (Expressed as a Percentage) Phase I Phase II Phase III
302V	Third	1263	K, LR/DR, 2BR	0.63
303V	Third	1802	K, LR/DR, 2BR	0.70
304V	Third	1130	K, LR/DR, 2BR	0.63
305V	Third	1184	K, LR/DR, 2BR	0.63
306V	Third	1196	K, LR/DR, 2BR	0.67
401V	Fourth	1174	K, LR/DR, 2BR	0.62
402V	Fourth	1263	K, LR/DR, 2BR	0.80
403V	Fourth	1144	K, LR/DR, 2BR	0.67
404V	Fourth	1150	K, LR/DR, 2BR	0.62
501V	Fifth	1239	K, LR/DR, 2BR	0.80
502V	Fifth	1092	K, LR/DR, 2BR	0.67

1. Measured between the boundaries of the unit, as described in Paragraph 1 of the Master Deed; does not include patios or balconies.

2. Number does not include bathrooms, mechanical rooms, closets, pantries, basins, Kitchens, LR-Living Room, DR-Dining Room, LR/DR-Living/Dining Area, BR-Bedroom.

Each unit has immediate access to a corridor and to stairs and elevators leading to exterior doors.