

**MASTER DEED
OF
PRATTVILLE SCHOOL CONDOMINIUM**

Donato F. Pizzuti, Trustee of Prattville School Realty Trust, u/d/t March 19, 1999 and recorded with Suffolk Registry of Deeds in Book 23559, Page (which shall include its successors or assigns, hereinafter referred to as "Declarant"), being the sole owner of the land together with the building(s) thereon, located at 441 Washington Avenue, Chelsea, Suffolk County, Massachusetts, and being more particularly described in Paragraphs (2) and (3) below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building(s) and improvements located thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter referred to as the "Premises"), to the provisions of Chapter 183A of the Massachusetts General Laws, as amended (Chapter 183A), and proposes to create, and does hereby create, with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, Declarant declares and provides the following:

(1) Condominium Name. The name of the condominium shall be Prattville School Condominium.

(2) Description of Land. The Premises which constitutes the condominium (the "Condominium") consists of the land together with the building(s) thereon, located at 441 Washington Avenue, Chelsea, Massachusetts, and being more particularly bounded and described as shown on Exhibit 1 annexed hereto and incorporated herein, and as shown on a Site Plan by Boston Survey Inc., recorded herewith.

(3) Description of Building(s). The building on the land comprising the Condominium consists of one four-story building, and is constructed primarily of masonry, and interior partitions are of wood and metal frame and plaster or sheathed with dry-wall construction.

(4) Description of Units.

(A) The Building contains one Commercial Unit, located on the third floor level, and Residential Units, located on the ground, first, second, and third floor levels. The designation of each Unit in the building(s) comprising the Condominium, a statement of its location, approximate area, number and composition of rooms, immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are set forth in Exhibit 2 annexed hereto and incorporated herein.

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

(i) Floors. One-quarter (1/4) inch below the existing concrete surface of the flooring, or the plane of the upper surface of the floor joists, as applicable.

(ii) Ceilings. The plane of the lower surface of the ceiling joists, or, in the case of the Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.

(iii) Interior Building Walls. The plane of the interior surface of the wall studs facing the Unit, or, if brick, to the plane of the internal face of the brick.

(iv) Exterior Building Walls, Doors, and Windows. As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and the interior of the window frames.

(C) The proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date on the Master Deed bears to the then aggregate fair value of all the Units.

(D) Each Unit includes the ownership of all utility lines; heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(E) The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards, garage, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the common areas and facilities therefor).

(F) Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Paragraph (5) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

(G) An easement for the exclusive use of one parking space shall be granted with each Unit. The parking spaces are numbered in the Site Plan recorded herewith, and the parking spaces are designated in Exhibit 3 annexed hereto and incorporated herein.

(H) The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform.

(I) Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(J) The Declarant reserves the right to lease for antennae or any other permitted use any and all portions of the roof that the Declarant has not granted. The Declarant reserves said right in the areas as designated in the roof plan recorded herewith.

The Trustees of the Condominium shall retain the right of access to the roof for any emergency and for any repair to or replacement of the roof.

(K) The Declarant hereby reserves the right to keep and/or to grant with any unit or separately either by deed or by an easement the exclusive right to use a specific portion of the first floor level, for storage purposes or for any other purposes as are lawful. The First Floor plans of Prattville School Condominium (which have been filed herewith as part of the floor plans - See Paragraph 6 hereof) contain designated areas which are automatically set aside for the Declarant or granted to specific units by easements for the exclusive right to use those specific portions of the First Floor so designated. Said rights shall include the right of access to said portion of the First Floor. Any construction in the First Floor shall comply with all laws and codes of the City of Chelsea, all such work shall be done in a good, substantial, and workmanlike manner, and all costs therefor shall be borne by the Grantee or Grantees. The appearance of any structure constructed in the First Floor shall be subject to the prior written approval of the Trustees of the Condominium, said approval not to be unreasonably withheld.

If the Grantee(s) constructs any structure or makes any changes to the First Floor, the Grantee(s) shall bear sole and full responsibility and liability for any damage caused by said construction or changes, but not due to normal wear. In addition, the Grantee(s) shall pay any additional costs borne by the Unit Owners for insurance that result from said structure or changes. The Grantee(s) shall make said payments upon receipt of a bill from the Trustees. Failure to make said payments within a reasonable time of receipt of said bill shall cause said Unit to be subject to a lien by the Trustees and the Condominium. The Grantee's (Grantees') Unit(s) shall not bear any other additional expenses except those provided herein due to the erection of said structure or changes.

The Declarant also reserves the right to lease for any permitted use any and all such portions of the First Floor that the Declarant has so reserved.

The Trustees of the Condominium shall retain the right of access to the First Floor for any emergency and for any repair to the area.

(5) Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium consist of the following:

(A) The land described in Exhibit 1, together with the benefit of, and subject to, all rights, easements, restrictions, encumbrances, and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building(s) not included in any Unit by virtue of Paragraph 4 above, including, without limitation, the following to the extent such may exist from time to time:

(i) The elevator and all electrical and mechanical systems related to its operation, and all elevator machinery located in the mechanical room of the building;

(ii) The foundations, structural members, beams, supports, exterior walls, exterior doors, roofs (except as to roof rights contained herein), entrances, and exits of the Building(s), and structural walls or other structural components contained entirely within any Unit;

(iii) The main entranceways, steps, stairways, entrance vestibules, hallways serving the Units, mailboxes, utility areas, and other facilities in such hallways;

(iv) Installations of services such as heat, telephone, electric power, gas, hot and cold water, and master television antennae, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(v) All conduits, chutes, ducts, sewer, drainage, water, and other pipes, meters, plumbing, wiring, flues, and other facilities for the furnishing of services described above in subparagraph (iii) 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(s) other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(vi) All land areas, lawns, landscaping, parking areas, driveways, and other improved or unimproved areas on land and not within the Unit; except that any parking areas may be restricted in terms of use by Declarant;

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

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages shown on Exhibit 2 attached to this Master Deed and incorporated herein by reference.

The Trustees of the Condominium Trust, hereinafter defined, in their sole and absolute discretion, subject to any restrictions as stated in the Condominium Trust, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph 9 hereof, and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A.

(6) Floor Plans. The floor plans of the Building(s) and the Units therein, together showing the layout of the Building(s), setting forth the Units within the Building(s) and the Building(s) comprising the Condominium and depicting the Unit numbers, layout, location within each building, and dimensions, main entrance, and immediate common areas to which each Unit has access, all "as built", and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built are recorded with and made a part of this Master Deed.

Said plans are recorded simultaneously herewith, being the plans of Prattville School Condominium, located at 441 Washington Avenue, Chelsea, Massachusetts, by Choo & Company, Inc., Registered Architect, dated , 2000.

(7) Use of Units and Building(s). The Units are intended to be used as follows:

(A) All residential Units shall be used for residential purposes only, but may include professional use incidental thereto, and subject to local zoning laws.

(B) The commercial Unit (Unit 306) may be used for residential or office purposes, but may not be used for any purpose prohibited by any law, regulation, or ordinance of any federal, state, county, or city authority or by any order or decree of any court, in either case, having jurisdiction thereover; or to keep any inflammable, combustible, or explosive fluid, material, chemical, or other substance therein, except as permitted by law. In addition, the commercial Unit may be used by a Unit owner for "Home Occupation" in accordance with the City Zoning Ordinance.

(C) No Unit owner shall keep, house, or harbor more than one pet or animal in a Unit or Common Elements unless first consented to by the Trustees of the Condominium Trust;

(C) The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:

(i) Each and every lease, license, and/or tenancy agreement must be for the entire Unit;

(ii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes, or for a period of less than one year;

(iii) No additional Unit may be tenanted, rented, let, leased, or licensed if more than nine other units are tenanted, rented, let, leased, or licensed;

(iv) Every lease, license, or tenancy arrangement permitting outside occupants the use, possession, or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, specifically including, but not limited to, this Paragraph (7) and Paragraph (8), the Condominium Trust, and any Rules and Regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations, if any, and a copy of Paragraphs (7) and (8) of the Master Deed;

(v) Every lease, license, or tenancy arrangement permitting outside occupants the use, possession, or occupancy of a Unit shall include the use by said occupant of the parking space assigned to the Unit;

(vi) No outside occupants shall keep, house, or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustees of the Condominium Trust;

(vii) The provisions of the within Paragraphs C(ii) and C(iii) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(D) Notwithstanding the provisions contained in Paragraphs (7) and (8) hereof, the Declarant, or any successor to the Declarant's interest in the Condominium, hereby reserves the right, until all of the Units have been sold by the Declarant or such successor, to:

(i) lease any Units owned by the Declarant;

(ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for other lawful purposes;

(iii) combine and/or subdivide any Units owned by the Declarant, but in no event shall the total number of units in the building exceed twenty-two units.

(E) Use of the Building(s) and Common Areas may also be restricted under provisions of the Condominium Trust and any Rules and Regulations promulgated pursuant thereto and recorded herewith.

(8) Restrictions on Use. Unless otherwise permitted in writing and executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purpose not specified in Paragraph (7) above;

(B) The architectural integrity of the Building(s) and the units shall be preserved without modifications, and to that end no awning, screen, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the Building(s), any Unit, or any part thereof, and no window air conditioner or similar device shall be placed in the front of the building, unless first consented to by the Trustees of the Condominium Trust, said consent not to be unreasonably withheld, or unless otherwise specifically stated herein, and unless first having obtained the approval of the City Department of Planning and Development. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, nor shall this Paragraph (B) restrict the right of those who have an exclusive right to use a portion of the roof to place antennae or other items in said area of the roof;

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii) the Condominium Trust and any Rules and Regulations promulgated pursuant thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

(9) Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") shall manage and regulate the Condominium established hereby is Prattville School Condominium Trust under a Declaration of Trust (the "Condominium Trust") of even date and executed and recorded herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The names and addresses of the original and present trustees (the "Trustees") of the Condominium Trust are as follows:

Laura J. Pizzuti
197 Portland Street #6
Boston, Mass. 02114

Tina P. Brzezanski
197 Portland Street #6
Boston, Mass. 02114

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under the Condominium Trust.)

(10) Amendment of Master Deed. Prior to the election and appointment of new trustees as provided for under the Condominium Trust, the Master Deed may not be amended until and unless any amendments have been reviewed by the Chelsea Planning and Development Department. In any and all events, the Department may not unreasonably object to any amendments. If said Department does not object within fourteen days of receipt of said proposed amendments, the Department shall automatically be assumed to have approved said amendments. In such case, the amendments shall be effective upon recording the same, subject to the terms of this Paragraph 10.

This Master Deed may be amended by a written instrument (a) signed by 75% or more in beneficial interest of all Unit Owners; (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust; and (c) duly recorded with the Registry of Deeds; PROVIDED HOWEVER, that:

(A) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

(B) 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 owners of the Unit so altered;

(C) No instrument of amendment which effects the commercial unit (for such period of time as it remains a commercial unit) shall be of any force or effect unless the same has been signed by the Trustee representing the commercial unit;

(D) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

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

(F) 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;

(G) No instrument of amendment affecting any Unit in any manner which impairs the rights of the City of Chelsea as pertaining to a Land Disposition Agreement, recorded with Suffolk Registry of Deeds in Book 23559, Page 308, shall be of any force or effect unless the same has been assented in writing to by the City of Chelsea, with said assent being recorded with said Registry of Deeds;

(H) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect unless the Declarant executes the instrument of amendment.

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

(J) An instrument of amendment to incorporate or amend a site plan or to rectify an error or errors shall be signed and acknowledged by a majority of the Trustees of the Condominium Trust, and recorded with the Registry of Deeds, but does not need to be signed by any Unit Owners. In addition, any error or errors may be rectified by a Scrivener's Affidavit.

(K) Notwithstanding the provisions contained in Paragraph 10 hereof, the Declarant, which includes its successors and assigns, shall have the right to subdivide and/or to consolidate any units (provided that the total number of units does not exceed 22), by filing an amendment or amendments hereto, executed solely by the Declarant or the successive owner or owners of the Units, as the case may be, without the necessity of obtaining approval from either the Trustees or the Unit Owners, but subject to the review of the Chelsea Planning and Development Department as stated above, to take effect upon recordation with the Suffolk Registry of Deeds. Such amendment(s) shall include the following:

(i) Floor Plans. Floor plans for the entire level of the Building on which the changes are being made, with the certification as required by the provisions of Section 8(f) of Chapter 183A.

(ii) Amended Exhibit 2. An amended Exhibit 2 setting forth the additional (or changed) units, their designation, location, description, area, and beneficial interest, as required by the provisions of Section 8(d) of Chapter 183A.

(iii) Common Areas. A description of any changes in and to the common areas related to the addition of or change in said unit(s).

(L) Restrictions on Declarant's Amendment. The rights to amend the Master Deed under Paragraph 10(K) hereunder are limited hereby: Any and all physical changes in said Unit (a) may not materially impair the structural soundness of the building; (b) must comply with applicable provisions of law; and (c) must be performed without the imposition of any lien or charge on the common areas and facilities of the Condominium. In addition, the total percentage of undivided interest in the Common Areas and Facilities of all the Units after the Amendment shall not exceed the total percentage of undivided interest in the Common Areas and Facilities of all the Units prior to said Amendment. The addition of or change to the Units shall not alter any of the common areas or facilities designated herein as general common areas or residential common areas.

(11) Units Subject to Master Deed, Unit Deed, Condominium Declaration of Trust, Rules and Regulations, and Chapter 183A.

(A) All present and future owners, tenants, visitors, servants, and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Declaration of Trust and any Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Condominium as set forth in Paragraph 2 hereof, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the Land 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, and (b) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation court action for injunctive relief and/or damages.

(12) Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, master television antennae, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in all such building(s).

(13) Encroachments. If any portion of the common areas and facilities of the Condominium now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the Buildings or alterations or repairs of the Building(s) or a Unit made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building(s) stand.

(14) Regulations and Conditions. The Declarant and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a bona fide first mortgage lender to:

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

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

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(C) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of Condominium Trust shall be entitled to:

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

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

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(iv) use hazard insurance proceeds for losses to any property for the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium.

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

(E) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities of the Condominium;

(F) That a bona fide first mortgage lender upon request to the Trustees of the Condominium Trust, and upon payment to the Trustees of a reasonable fee to cover administrative costs, shall be entitled to:

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

(ii) inspect the books and records of the Condominium Trust during normal business hours;

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

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

(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(G) That no agreement for management of the Condominium or any other contract (other than a laundry lease or agreement for energy or utility service) with the Declarant may exceed a term of two (2) years, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party with cause and without payment of a termination fee on sixty (60) days' or less written notice.

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

(15) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and said Chapter 183A, the provisions of Chapter 183A shall control;

(B) In the event of any conflict between the preceding Paragraph 14 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 14 shall control.

(16) 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.

(17) Captions. The captions herein are inserted solely 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.

(18) Assignment of Rights of Declarant. The Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by the Declarant.

(19) Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

(20) Severability. The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

I, the undersigned, hereby certify as follows:

1. I am the sole Trustee of said Trust.
2. That said Trust has not been altered, revoked, modified, amended, or terminated through the date of this certificate.
3. That none of the beneficiaries of the aforesaid Trust are minors or incapacitated.
4. I, as Trustee, am duly authorized by said Trust and by the beneficiaries of said Trust to execute this Master Deed.

EXECUTED as a sealed instrument this th day of August 2000.

PRATVILLE SCHOOL REALTY TRUST

by Donato F. Pizzuti, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Aug. , 2000

Then personally appeared before me the above-named Donato F. Pizzuti, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed

R. David Cohen
Notary Public
My commission expires:
April 13, 2001

EXHIBIT 1

A certain parcel of land with the buildings thereon situated in said Chelsea being lots number one (1), two (2), three (3), four (4), five (5) and six (6) according to a plan entitled "Plans of House, Lots of the Winnisimmet Real Estate Associates, Chelsea, Massachusetts, November 1, 1895; Scale 60 Feet to the inch, prepared by Alfred Maggie, Surveyor", recorded in the Suffolk County Registry of Deeds in 2432, Page 453 and being bounded as follows:

WESTERLY on Murray Street one hundred eight and 92/100 (108.82) feet;

NORTHERLY on Washington Avenue one hundred seventy-six and 89/100 (176.89) feet;

EASTERLY on Ingleside Avenue one hundred and thirty-three and 6/100 (133.06) feet;

SOUTHERLY on lots seven (7) and eight (8) as shown on said plan one hundred seventy-one and 1/100 (171.01) feet.

Said parcels contain 21,065 square feet more or less all as shown on said plan.

This transfer is subject to the terms and conditions of the Land Disposition Agreement dated March 19, 1999 by and between the City of Chelsea and Prattville School Realty Trust, recorded in Book 23559, Page 308.

For title, see deed recorded with Suffolk Registry of Deeds in Book 23559, Page 332.

EXHIBIT 2

1

UNIT NO.	LOCATION APPROXIMATE AREA	NUMBER OF ROOMS	IMMEDIATE COMMON AREA AND ACCESS	INTEREST COMMON ELEMENT
1	Ground Level 765 sq. ft.	On the ground floor level: Living area, bedroom, storage area, kitchen & bath	Common hallways and stairways	3.808‡
2	Ground Level 1115 sq. ft.	On the ground floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	3.382‡
3	Ground Level 1087 sq. ft.	On the ground floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	3.524‡
4	Ground Level 1082 sq. ft.	On the ground floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	3.751‡
5	Ground Level 1048 sq. ft.	On the ground floor level: Living area, bedroom, storage area, kitchen & bath	Common hallways and stairways	3.950‡
101	First floor 937 sq. ft.	On the first floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.541‡
102	First floor 1179 sq. ft.	On the first floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.002‡
103	First floor 998 sq. ft.	On the first floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.257‡

EXHIBIT 2
(continued)

UNIT NO.	LOCATION APPROXIMATE AREA	NUMBER OF ROOMS	IMMEDIATE COMMON AREA AND ACCESS	INTEREST COMMON ELEMENT
104	First floor 1036 sq. ft.	On the first floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.0028
105	First floor 933 sq. ft.	On the first floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.5418
201	Second floor 1035 sq. ft.	On the second floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.2578
202	Second floor 1043 sq. ft.	On the second floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	4.9738
203	Second floor 963 sq. ft.	On the second floor level: Living area, bedroom, kitchen, & bath	Common hallways and stairways	5.3718
204	Second floor 1018 sq. ft.	On the second floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	4.9738
205	Second floor 1035 sq. ft.	On the second floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.2578

EXHIBIT 2
(continued)

UNIT NO.	LOCATION APPROXIMATE AREA	NUMBER OF ROOMS	IMMEDIATE COMMON AREA AND ACCESS	INTEREST COMMON ELEMENT
206	Second floor 532 sq. ft.	On the second floor level: Living area, bedroom, kitchen & bath On the first floor level: Study	Common hallways and stairways	3.524\$
301	Third floor 970 sq. ft.	On the third floor level: Living area, bedroom area, kitchen & bath	Common hallways and stairways	4.518\$
302	Third floor 947 sq. ft.	On the third floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	4.120\$
303	Fourth floor 1265 sq. ft.	On the third floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	5.939\$
304	Third floor 941 sq. ft.	On the third floor level: Living area, bedroom, kitchen & bath	Common hallways and stairways	3.950\$
305	Third floor 970 sq. ft.	On the third floor level: Living area, bedroom area, kitchen & bath	Common hallways and stairways	4.518\$
306	Third floor 875 sq. ft.	On the third floor level: Office, kitchen & bath	Common hallways and stairways	2.842\$

EXHIBIT 3
DESIGNATED PARKING SPACES

<u>UNIT NUMBER</u>	<u>SPACE NUMBER</u>
1	16
2	12
3	9
4	4
5	21
101	19
102	13
103	10
104	5
105	20
201	15
202	8
203	11
204	6
205	22
206	2
301	14
302	17
303	7
304	3
305	1
306	18