

MASTER DEED
OF
CRANE'S LANDING CONDOMINIUM

The undersigned Frederick O'Neill and Dennis J. Morgan, Trustees of CD Morgan Realty Trust under Declaration of Trust dated October 29, 1985 and recorded with Bristol County Northern District Registry of Deeds in Book 2872, Page 313 (hereinafter the "Declarant"), being the sole owners of the land in Taunton, Bristol County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, do hereby submit said land, together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and propose to create, and hereby do create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which shall include one or more buildings containing four or more condominium units. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 16 already granted) or signature of any Unit Owner, any person claiming by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party, so as to add the additional land described in Exhibit A-1 attached hereto, and/or additional phases to the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said rights to add additional land and/or additional phases.
2. Name. The name of the Condominium shall be:

CRANE'S LANDING CONDOMINIUM
3. Description of the Land. The land (hereinafter the "Land") upon which the building(s) and improvements initially included in the Condominium are situated and on which certain future phases may be constructed is described in said Exhibit A attached hereto and made part hereof. The additional land which may be added to the Condominium pursuant to Declarant's rights reserved in paragraph 16 hereof is described in Exhibit A-1 attached hereto.

4. Description of the Building(s). The building(s) (hereinafter the "Building" or "Buildings") on the Land initially included in the Condominium are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 16 hereof.

5. Designation of the Units and Their Boundaries.

(a) Phase I of the Condominium consists of 18 units, situated in the buildings shown as Buildings B, Q and T on the site plan (the "Site Plan") recorded herewith (said 18 units, together with all other units subsequently added to the Condominium pursuant to paragraph 16 hereof as part of future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each of said Units are set forth in Exhibit C attached hereto, and are shown on the Site Plan and the floor plans of the Condominium, recorded herewith.

The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Buildings are named "Crane's Landing Condominium" and otherwise have no name, and bear the verified statement of a Registered Engineer all as required by the provisions of Section 8 of Chapter 183A.

(b) If and when the Declarant adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Building(s) being thereby added to the Condominium, and it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record new site and floor plans showing the Building(s) and Unit(s) forming part thereof.

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

(i) Floors: The plane of the upper surface of the concrete floor slab;

(ii) Ceilings: The plane of the lower surface of the strapping attached to roof joists.

- (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or wood furring strips facing the Unit; as to entrance doors, the exterior surface thereof; as to door frames and window frames, the interior surface thereof; and as to the windows, the interior surfaces of the sash and the exterior surface of the glass.
- (d) Each Unit excludes the roof, foundation, structural members, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, concrete floor slabs, window frames, door frames, skylights, lawns, plantings, driveways, parking areas, recreational facilities, if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.
- (e) Each Unit includes the ownership of the gas hot air heating and hot water systems contained therein, and the air conditioning compressor and piping serving the Unit, all of which exclusively serve the Unit.
- (f) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.
- (g) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.
- (h) Each Unit shall have as appurtenant thereto the exclusive or shared exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Exclusive Use Areas" in paragraph 8 hereof.
- (i) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Exclusive Use Areas described in paragraph 8 hereof which are reserved for the exclusive use of the Unit or Units to which such Exclusive Use Areas appertain.

6. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Building(s) and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:
- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
 - (b) The roof, foundation, structural members, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, concrete floor slabs, exterior windows, window frames, skylights, door frames, lawns, plantings, driveways, parking areas, recreational facilities, if any, and walks.
 - (c) All conduits, ducts, pipes, flues, wires, meter areas and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity, telephone, sprinkler services, and exterior lighting for Building(s) which are not located within any Unit or which, although located within a Unit, serve other Units, whether alone or in common with such Unit.
 - (d) In general any and all apparatus, equipment and installations existing for common use.
 - (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 8 hereof, the restrictions set forth in paragraph 9 hereof, and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed. Optional decorative finishes and fixtures, incidental equipment, and personalty shall not be deemed to affect the fair value of a Unit.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 16 hereof.

Accordingly, each Unit in Phase I of the Condominium shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage specified in the original Exhibit C, for so long as the only units in the Condominium are those comprised in said Phase I. From and after the inclusion of other Phases of the Condominium, pursuant to and in accordance with the provisions of paragraph 16 hereof, the percentages to which Units in said Phase I are entitled shall be reduced accordingly, and shall at all times be in accordance with the provisions of said Chapter 183A. To that end, the percentages of undivided interest in the common areas and facilities to which the Units in said Phase I and subsequent Phases shall be entitled after the inclusion of other Phases of the Condominium shall be a number (expressed as a percentage) equal to the Base for such Unit Type, as herein specified, divided by the number S, determined as herein specified. The Bases for the Unit Types shall be: 2.610 for Types A and B Units, 2.490 for Type C Units, 2.730 for Types AL and BL Units; and 2.695 for Type CL Units. The number S shall be the sum of the Bases for all Units then included in the Condominium. It is provided, however, that (a) the percentage figures so determined shall be rounded to the nearest thousandth of one (1%) percent (for example, 2.695%) and further rounded to the least extent, if any, necessary, as determined by the Declarant in its reasonable discretion, to obtain a 100.000 percent total, and (b) the percentage figures so determined and so rounded shall be set forth in the amendment of the Master Deed by which the Phase resulting in such change of percentages is added to the Condominium. For purposes of this paragraph 7, each Unit in a subsequent Phase of the Condominium shall be designated in Exhibit C, as amended, as a A, B, C, AL, BL or CL Unit, which such Unit most nearly resembles in floor area and layout, as determined by the Declarant.

8. Exclusive Use Areas. The following portions of the Common Areas and Facilities are hereby designated Exclusive Use Areas for the exclusive use of one or more Units as hereinafter described:

- (a) Each Unit shall have the exclusive right and easement for the use of two (2) parking spaces the location of which shall be designated by the Trustees.

- (b) Each Unit shall have the exclusive right and easement to use the entrances, walks and the front porch area, rear patio and deck, on which is located the compressor for the air conditioner and piping which serve such Unit, and shall have the responsibility for the upkeep and maintenance of such patio, deck and porch areas.

9. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Unit shall be used only for residential purposes, home offices if permitted in writing by the Trustees of Crane's Landing Condominium Trust and by applicable local law, and uses determined by the Trustees to be normally accessory thereto, and for no other use. Units containing home offices shall not be used for regular visits by clients or the public, and no signs or other advertisement shall be affixed thereto.
- (b) The exterior architectural integrity of the Building(s) shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight (other than those existing), chimney, enclosure, greenhouse, awning, screen, antenna, 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) or attached to a window of the Building(s), and no painting or other decorating shall be done on any exterior part or surface of the Building(s), unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust. Notwithstanding the foregoing, this subparagraph 9(b) shall not prevent a Unit Owner from painting or decorating the interior of his Unit, provided that decorations may not be attached to or exhibited through a window unless approved by the Condominium Trustees as aforesaid.
- (c) The Owner of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the modification, removal and installation of interior walls or other improvements affecting the structural

integrity of a Building or a Unit shall be approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust.

- (d) Unit Owners may lease, rent or license the use of their Units, subject, however, to the conditions and obligations set forth in Paragraph 20 of this Master Deed and in this subparagraph 9(d). Each Unit Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Unit Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by a Unit Owner with respect to his Unit shall by virtue of this subparagraph 9(d) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Unit Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person, or (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this subparagraph 9(d).
- (e) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner

may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units.

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

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they 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 9, except such as occur during his or her ownership of a Unit.

10. Rights Reserved to the Declarant for Sales and Future Development.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right for so long as it owns such an unsold Unit to:
 - (i) Lease, rent and license the use of any unsold Unit;
 - (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units; and
 - (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Build-

ings and other structures and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to it and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 16 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 16 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Rights Reserved to the Condominium Trustees. Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit and the Exclusive Use Areas appurtenant thereto to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building.

12. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Crane's Landing Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Dennis J. Morgan
 Frederick O'Neill
 101 Accord Park Drive
 Norwell, Massachusetts 02061

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

13. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities or Exclusive Use Areas made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.
14. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9(d), 16 and 20 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the Land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraphs 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant,

licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

The Condominium Trustees and/or any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against any Unit Owner or Owners who fail to comply with a Unit Owner's obligations set forth in or arising under this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations and any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against the Trustees if the Trustees fail to comply with any of their obligations set forth in or arising under the Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations.

15. Amendments. Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, and except for amendments which may be required to comply with provisions of FNMA or FHLMC (as defined in paragraph 19 hereof), this Master Deed may be amended by an instrument in writing (a) after all Unit Owners have received notice thereof, signed by the Owners of Units at the time holding at least sixty-seven percent (67%) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least sixty-seven percent (67%) of said total voting power of the Unit Owners, and (b) duly recorded with the Bristol County Northern District Registry of Deeds, provided, that:
- (a) The date on which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.
 - (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
 - (c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, 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 and effect unless signed by the Owners of all the Units.

- (d) 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.
- (e) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Bristol County Northern District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, (and if such rights have been granted of record to a lender as security for a loan relating to the development of the Condominium, also assented to by the said lender) and this assent is recorded with such amendment at the Bristol County Northern District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of the final phase of the Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.
- (g) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (f) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
- (h) Where required under the provisions of paragraph 19 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

- (i) Declarant may amend this Master Deed without consent of any Unit Owner if such Amendment is required to comply with the provisions of FNMA or FHLMC (as defined in paragraph 19 hereof).

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Add Additional Land and/or Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings containing from four to eight Units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right to add to the Condominium all or any portion or portions of the land described in Exhibit A-1 attached hereto and made part hereof, (hereinafter the "Additional Land"), as the Declarant shall elect in the exercise of its discretion. The portion or portions of the Additional Land which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed, provided, however, that the time limitations hereinafter imposed upon such amendments are complied with. Upon the recording of an amendment adding all or any portion or portions of the Additional Land to the Condominium, such land shall become part of the Common Areas and Facilities of the Condominium for all purposes, shall be included within the definition of the "Land" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws; provided always, however, that the Declarant shall have the rights and easements set forth in the immediately following subparagraphs (b)(i) through (b)(v) to construct, erect and install additional buildings and other improvements on, in and under those portions of the Additional Land which have been added to the Condominium, so as to be able to develop new phases of the Condominium and otherwise continue and complete the development of the Condominium project.

(b) The Declarant shall also have the right and easement to construct, erect and install on the Land (including such portion(s) of the Additional Land which has either already been added to the Condominium as hereinbefore provided or is to be so added to the Condominium along with a new phase) substantially in such locations as shown on the Site Plan recorded herewith:

- (i) Additional building(s), each housing four or more Units;
- (ii) Additional roads, drives, parking spaces and areas, walks and paths;
- (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) All and any other buildings, structures, improvements and installations as the Declarant deems necessary and appropriate.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 10(c) hereof.

Upon the recording of the phasing amendment adding each building to the Condominium, ownership of the units forming part thereof and all appurtenances thereto, shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey those units without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

The Declarant's reserved rights and easements (i) to add all or part of the Additional Land to the Condominium and/or (ii) to construct and add to the Condominium additional Units, together with their designated appurtenant Exclusive Use Areas, shall be limited only by the conditions of the Site Plan recorded herewith, and as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases.

The following subparagraphs (a) through (e) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 16:

- (a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of the Additional Land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
- (i) 168 Units have been included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 16;
or
 - (ii) The Declarant shall record with the Bristol County Northern District Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add Additional Land and/or new Units to the Condominium.
- (b) Location of Future Improvements. The location of future buildings, structures, improvements and installations which may, at Declarant's option, be constructed, erected or installed on the Land (including on the Additional Land which has either been already added to the Condominium as hereinbefore provided or is to be so added along with a new phase) pursuant to the rights reserved to the Declarant under this paragraph 16, shall be substantially as shown on the Site Plan recorded herewith.
- (c) Size of Phases. A phase shall consist of at least one building containing any four or more Units, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed 168.
- (d) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to modify the type of construction, architectural design and construction materials of future Buildings and the Units therein which are shown on the Site Plan and which may be added to the Condominium as part of future phases, provided any such modifications comply with the requirements of applicable law, and FNMA and FHLMC

(as defined in paragraph 19 hereof). The size, layout and design of future Building(s) and future Units shall substantially conform to the Site Plan.

- (e) Right to Designate Exclusive Use Areas as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Exclusive Use Areas for the exclusive use of the Units to be added to the Condominium as part of future phase(s). Such future designated Exclusive Use Areas may include, but need not be limited to, patios, storage spaces, fences, steps, walkways and parking spaces or areas which will be appurtenant to Units in future phases. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Exclusive Use Areas appurtenant to the Units in such phase(s) if such Exclusive Use Areas are different from those described in paragraph 8 hereof; provided there shall be no substantial departures from the Site Plan; and further provided that future Units shall have exclusive use areas substantially consistent with those of existing Units.

The Declarant may add all or any portion or portions of the Additional Land to the Condominium by executing and recording with the Bristol County Northern District Registry of Deeds amendment(s) to the Master Deed which shall contain the following information:

- (a) An amended Exhibit A describing the Land, including that portion of the Additional Land being added to the Condominium, which is included in the Condominium and forms part of the Common Areas and Facilities thereof.
- (b) An amended Exhibit A-1 describing the remaining Additional Land (if any) which has not yet been added to the Condominium and thus, subject to the time limitations contained in this paragraph 16, remains available to be added to the Condominium.
- (c) If the Additional Land to be added to the Condominium by the amendment already has constructed upon it one or more Buildings, the amendment shall also include the information set forth in subparagraphs (a) through (f) of the immediately following paragraph with respect to the addition of new phases.

The Declarant may add future phase(s) and the Building(s) and Unit(s) therein to the Condominium (whether such phase has been built on the Land already included in the Condominium or on part of the Additional Land which is to be added to the Condominium along with the new phase) by executing and recording with the Bristol County Northern District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (a) If land is being added to the Condominium, an amended Exhibit A describing all the Land included in the Condominium;
- (b) An amended Exhibit B describing the Building(s) being added to the Condominium, and incorporating the descriptions of Units already included;
- (c) An amended Exhibit C describing (i) the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, and any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed; and (ii) setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the formula set forth in paragraph 7 above.
- (d) If the Exclusive Use Areas designated as appurtenant to the Unit(s) being added to the Condominium vary from those described in paragraph 8 hereof, a description of such variations so as to identify the new or modified Exclusive Use Areas appurtenant to the new Unit(s).
- (e) Floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding Additional Land and/or new phases to the Condominium shall require the consent, (except as in this paragraph 16 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such

amendment, when executed by the Declarant and recorded with the Bristol County Northern District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. The method for calculating these new percentage interests is set forth in paragraph 7 above.

Every Unit Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved rights under this paragraph 16 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 16.

In the event that notwithstanding the provisions of this paragraph 16 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds Additional Land and/or new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

17. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations substantially as shown on the Site Plan recorded herewith one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance.
18. Definition of "Declarant". For purposes of this Master Deed the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Frederick O'Neill and Dennis J. Morgan, Trustees of CD Morgan Realty Trust, who have executed, delivered and recorded this Master Deed and to all successors and assigns of said Trustees (including without limitation the holder of any mortgage) who come to stand in the same relation to the Condominium as developer of the Condominium as they did.
19. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and Bylaws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:
- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
 - (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
 - (d) Except as provided by Chapter 183A (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Unit Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3's) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:
 - (i) By any act or omission, seek to abandon or terminate the Condominium; or
 - (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 Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 16 hereof; or
 - (iii) Partition or subdivide any Unit; or

- (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 16 hereof; or
- (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 19.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

- (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
- (iv) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund and a working capital fund as provided in section 5.4 of the Condominium Trust.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
- (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
- (ii) The consent of the Owners of Units to which at least 67 percent of the votes in the Crane's Landing Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

Voting;

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any unit;

The interests in the Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into units;

Leasing of Unit estates;

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

Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Bristol County Northern District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of FNMA and FHMLC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the written consent of all Eligible Mortgage Holders, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Bristol County Northern District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

20. Sale or Lease of Units.

- (a) Duration of Leases. No Unit Owner shall rent, lease, or license his Unit for a period of less than thirty (30) days. No Unit Owner shall rent, lease, or license his Unit for a period in excess of thirty (30) days without written approval of the Trustees, which approval shall not unreasonably be withheld or delayed. A Unit Owner seeking such approval shall make application in writing therefor to the Trustees, specifying all the material terms of such tenancy or licensing agreement, and the name of the prospective occupant. All such agreements must be in writing.
- (b) Appurtenant Interests. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as set forth in paragraph 5 hereof), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.
- (c) Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws, in accordance with paragraphs 9(d) and 14 hereof.

21. Severability. In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not 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 provision had never been included herein.

22. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.
24. Governing Law. This Master Deed, the Condominium Trust and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:
- (a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or
 - (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3's) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Bristol County Northern District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 24(b) to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first

obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Bristol County Northern District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).

WITNESS the execution hereof under seal this 12 day of November 1986.

Frederick O'Neill, Trustee
Frederick O'Neill, Trustee
of CD Morgan Realty Trust
and Not Individually

Dennis J. Morgan, Trustee
Dennis J. Morgan, Trustee
of CD Morgan Realty Trust
and Not Individually

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK
Bristol, ss.

November 12, 1986

Then personally appeared the above-named Frederick O'Neill and Dennis J. Morgan, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

Shirley Anne Gristen
Notary Public

My commission expires: Sept. 12, 1991

EXHIBIT A
TO THE MASTER DEED OF
CRANE'S LANDING CONDOMINIUM
PHASE I LEGAL DESCRIPTION

That certain parcel of land in Taunton, Bristol County, on the easterly side of Crane Avenue shown as "Lot I Area 22.15 Acres" on a plan entitled "Subdivision Plan of Land in Taunton, Massachusetts Surveyed for CD-Morgan Realty Trust" dated May 9, 1986 prepared by Tibbetts Engineering Corp. and recorded herewith.

Said Lot I is bounded and described according to said plan as follows:

- WESTERLY by Crane Avenue six hundred thirty five and 22/100 (635.22) feet;
- SOUTHERLY by land shown as lots marked 1, 2, 3, 4, 5 and 6 and an unnumbered lot between lot 3 and lot 4 containing a cemetery, nine hundred four and 53/100 (904.53) feet;
- SOUTHEASTERLY by land now or formerly of Bertha Anne White four hundred thirty and 31/100 (430.31) feet;
- SOUTHEASTERLY by land now or formerly of Margaret P. Henry three hundred sixty three and 10/100 (363.10) feet;
- NORTHEASTERLY by land now or formerly of Penn Central Railroad one thousand two hundred eleven and 90/100 (1,211.90) feet; and
- NORTHERLY by lot market "Lot 2 Area = 6.97 Acres" seven hundred seventy three and 85/100 (773.85) feet.

Being a portion of the premises conveyed to Declarant by deed of Morgan Associates, Ltd. dated December 13, 1985 recorded with Bristol North Registry of Deeds in Book 2872 Page 318.

EXHIBIT A-1
TO THE MASTER DEED OF
CRANE'S LANDING CONDOMINIUM
LEGAL DESCRIPTION
"ADDITIONAL LAND"

That certain parcel of land in Taunton, Bristol County, Massachusetts on the easterly side of Crane Avenue shown as "Lot 2 Area = 6.97 Acres" on a plan entitled "Subdivision Plan of Land in Taunton, Massachusetts surveyed for CD - Morgan Realty Trust" dated May 9, 1986 prepared by Tibbetts Engineering Corp. and recorded herewith.

Said Lot 2 is bounded and described according to said plan as follows:

WESTERLY	by Crane Avenue seven hundred fourteen and 36/100 (714.36) feet;
SOUTHERLY	by land shown as "Lot 1 Area = 22.15 Acres" seven hundred seventy-three and 85/100 (773.85) feet;
NORTHEASTERLY	by land now or formerly of Penn Central Railroad seven hundred twenty and 12/100 (720.12) feet.

Being all and the same premises conveyed to Declarant by deed of Morgan Associates, Ltd. dated December 13, 1985 recorded with Bristol North Registry of Deeds in Book 2872 Page 318.

EXHIBIT B
TO THE
MASTER DEED OF
CRANE'S LANDING CONDOMINIUM
DESCRIPTION OF THE BUILDINGS

Phase I of the condominium is comprised of 18 dwelling units located in three buildings ("clusters") which are designated as Buildings B, Q, and T. Each cluster includes five, six or seven units as shown on Exhibit C, attached hereto. Buildings B and T are located on Dickinson Drive and Building Q is located on Alcott Circle.

There are three basic Unit types. The "A" Unit, or Standish Unit; the "B" Unit, or Hawthorne Unit; and the "C" Unit, or Alden Unit. The "A" or Standish Units are single-story units; the "B" or Hawthorne Units and the "C" or Alden Units have two stories. The letter "L" after each Unit type designation indicates a so-called "walk out" basement. See Exhibit C for designation of unit types.

Units are constructed with concrete slab foundations, wood frame with vinyl and wood exteriors and asphalt shingle roofs. Each unit is heated by a gas fired heating system and cooled by central air conditioning fueled by electricity.

Each Unit has direct access to the outdoors, which is part of the Common Areas and Facilities.

Each Unit's consumption of water, gas and electricity is separately metered.

EXHIBIT C

TO THE MASTER DEED OF
CRANE'S LANDING CONDOMINIUM

<u>Unit Designation</u>	<u>Unit Type</u>	<u>Unit Address</u>	<u># of Rooms</u>	<u>Approximate Area (square feet)</u>	<u>Phase I Percentage Interest</u>
B-1	AL	Dickinson Drive	7	2146.4	5.817
B-2	BL	Dickinson Drive	6	1739.9	5.596
B-3	CL	Dickinson Drive	6	1576.4	5.395
B-4	BL	Dickinson Drive	6	1737.9	5.596
B-5	CL	Dickinson Drive	6	1579.7	5.395
B-6	AL	Dickinson Drive	7	2146.4	5.817
Q-1	A	Alcott Circle	7	2177.2	5.556
Q-2	B	Alcott Circle	6	1768.0	5.435
Q-3	C	Alcott Circle	6	1598.4	5.190
Q-4	B	Alcott Circle	6	1764.5	5.435
Q-5	A	Alcott Circle	7	2166.8	5.556
T-1	AL	Dickenson Drive	7	2165.5	5.817
T-2	BL	Dickinson Drive	6	1741.6	5.596
T-3	CL	Dickinson Drive	6	1579.2	5.395
T-4	BL	Dickinson Drive	6	1739.0	5.596
T-5	CL	Dickinson Drive	6	1579.3	5.395
T-6	BL	Dickinson Drive	6	1748.1	5.596
T-7	AL	Dickinson Drive	7	2160.8	5.817
18 Units				Total	100.000

REC'D NOV 18 1986 AT 1 - 3 2 PM AND RECORDED

Exhibit C-12

To the Master Deed of
Crane's Landing Condominium

Unit Number	Unit Type	Unit Address	# of Rooms	Approx Area (SF)	Phase XII Percentage Interest
B1	AL	21 Dickinson Dr.	7	2146.4	1.198
B2	BL	19 Dickinson Dr.	6	1739.9	1.198
B3	CL	17 Dickinson Dr.	6	1576.4	1.182
B4	BL	15 Dickinson Dr.	6	1737.9	1.198
B5	CL	13 Dickinson Dr.	6	1579.7	1.182
B6	AL	11 Dickinson Dr.	7	2146.4	1.198
Q1	A	2 Alcott Circle	7	2177.2	1.145
Q2	B	4 Alcott Circle	6	1768.0	1.145
Q3	C	6 Alcott Circle	6	1598.4	1.092
Q4	B	8 Alcott Circle	6	1764.5	1.145
Q5	A	10 Alcott Circle	7	2166.8	1.145
T1	AL	89 Dickinson Dr. <i>Alcott</i>	7	2165.5	1.198
T2	BL	87 Dickinson Dr.	6	1741.6	1.198
T3	CL	85 Dickinson Dr.	6	1579.2	1.182
T4	BL	83 Dickinson Dr.	6	1739.0	1.198
T5	CL	81 Dickinson Dr.	6	1579.3	1.182
T6	BL	79 Dickinson Dr.	6	1748.1	1.198
T7	AL	77 Dickinson Dr.	7	2160.8	1.198
R1	A	42 Alcott Circle	7	2170.9	1.145
R2	B	44 Alcott Circle	6	1760.4	1.145
R3	C	46 Alcott Circle	6	1594.9	1.092
R4	B	48 Alcott Circle	6	1757.6	1.145
R5	A	50 Alcott Circle	7	2171.6	1.145
A1	AL	9 Dickinson Dr.	7	2171.0	1.198
A2	BL	7 Dickinson Dr.	6	1735.2	1.198
A3	CL	5 Dickinson Dr.	6	1581.6	1.182
A4	BL	3 Dickinson Dr.	6	1736.6	1.198
A5	AL	1 Dickinson Dr.	7	2167.0	1.198
D1	BL	19 Alcott Circle	6	1737.5	1.198
D2	CL	17 Alcott Circle	6	1577.6	1.182
D3	BL	15 Alcott Circle	6	1734.2	1.198
D4	AL	13 Alcott Circle	6	2161.8	1.198
C1	AL	11 Alcott Circle	7	2164.8	1.198
C2	BL	9 Alcott Circle	6	1744.0	1.198
C3	CL	7 Alcott Circle	6	1578.8	1.182
C4	BL	5 Alcott Circle	6	1726.8	1.198
C5	CL	3 Alcott Circle	6	1597.1	1.182
C6	AL	1 Alcott Circle	7	2168.4	1.192

1.192 SIB
1.198

Exhibit C-12
Page Two

Unit Number	Unit Type	Unit Address	# of Rooms	Approx Area (SF)	Phase XII Percentage Interest
01	A	22 Alcott Circle	7	2174.8	1.145 ✓
02	B	24 Alcott Circle	6	1758.3	1.145 ✓
03	C	26 Alcott Circle	6	1599.0	1.092 ✓
04	B	28 Alcott Circle	6	1749.5	1.145 ✓
05	A	30 Alcott Circle	7	2182.7	1.145 ✓
U1	AL	2 Dickinson Dr.	7	2169.1	1.198 ✓
U2	BL	4 Dickinson Dr.	6	1736.8	1.198 ✓
U3	CL	6 Dickinson Dr.	6	1581.5	1.182 ✓
U4	BL	8 Dickinson Dr.	6	1739.8	1.198 ✓
U5	AL	10 Dickinson Dr.	7	2176.0	1.198 ✓
N1	A	32 Alcott Circle	7	2175.8	1.145 ✓
N2	B	34 Alcott Circle	6	1761.5	1.145 ✓
N3	C	36 Alcott Circle	6	1591.9	1.092 ✓
N4	B	38 Alcott Circle	6	1756.1	1.145 ✓
N5	A	40 Alcott Circle	7	2174.8	1.145 ✓
DD1	BL	27 Alcott Circle	7	2166.4	1.198 ✓
DD2	CL	25 Alcott Circle	6	1745.8	1.182 ✓
DD3	BL	23 Alcott Circle	6	1576.3	1.198 ✓
DD4	AL	21 Alcott Circle	6	1737.0	1.198 ✓
P1	A	12 Alcott Circle	7	2170.4	1.145 ✓
P2	B	14 Alcott Circle	6	1760.2	1.145 ✓
P3	C	16 Alcott Circle	6	1593.9	1.092 ✓
P4	B	18 Alcott Circle	6	1756.5	1.145 ✓
P5	A	20 Alcott Circle	6	2173.8	1.145 ✓
EE1	BL	35 Alcott Circle	6	1735.2	1.198 ✓
EE2	CL	33 Alcott Circle	6	1578.0	1.182 ✓
EE3	BL	31 Alcott Circle	6	1740.5	1.198 ✓
EE4	AL	29 Alcott Circle	7	2168.5	1.198 ✓
E1	AL	43 Alcott Circle	7	2179.7	1.198 ✓
E2	BL	41 Alcott Circle	6	1740.5	1.198 ✓
E3	CL	39 Alcott Circle	6	1582.8	1.182 ✓
E4	BL	37 Alcott Circle	6	1735.5	1.198 ✓
S1	AL	75 Alcott Circle	7	2169.0	1.198 ✓
S2	BL	73 Alcott Circle	6	1740.9	1.198 ✓
S3	CL	71 Alcott Circle	6	1574.2	1.182 ✓
S4	BL	69 Alcott Circle	6	1747.8	1.198 ✓
S5	AL	67 Alcott Circle	7	2165.7	1.198 ✓

Exhibit C-12
Page Three

<u>Unit Number</u>	<u>Unit Type</u>	<u>Unit Address</u>	<u># of Rooms</u>	<u>Approx Area (SP)</u>	<u>Phase XII Percentage Interest</u>
G1	AL	63 Alcott Circle	7	2173.7	1.198 ✓
G2	BL	61 Alcott Circle	6	1741.9	1.198 ✓
G3	CL	59 Alcott Circle	6	1566.7	1.182 ✓
G4	BL	57 Alcott Circle	6	1734.1	1.198 ✓
G5	AL	55 Alcott Circle	7	2172.8	1.198 ✓
P1	AL	53 Alcott Circle	7	2177.9	1.198 ✓
P2	BL	51 Alcott Circle	6	1736.5	1.198 ✓
P3	CL	49 Alcott Circle	6	1579.9	1.182 ✓
P4	BL	47 Alcott Circle	6	1739.2	1.198 ✓
P5	AL	45 Alcott Circle	7	2164.3	1.198 ✓

85

100.000

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REC'D NOV 20 1987 AT 10-19 AM AND RECORDED