

Canal Place I

Master

Deed

MASTER DEEDOFCANAL PLACE CONDOMINIUM

GEORGE T. ALLEN, JR., of Billerica, Massachusetts, and JON H. GRAHAM of Burlington, Massachusetts, as Trustees of Canal Place Trust under Declaration of Trust dated March 24, 1986, recorded with Middlesex North District Registry of Deeds, Book 3399, Page 117, (hereinafter called the "Declarant"), being the sole owners of a certain parcel of land located in the City of Lowell, Middlesex County, Massachusetts, together with the buildings and improvements now or hereafter located thereon, and all easements, rights, and appurtenants belonging thereto (collectively the "Premises") hereinafter described, by duly executing and recording this Master Deed with the Middlesex County North District Registry of Deeds (the "Registry of Deeds") does hereby submit the Premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to the premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name.

The name of the condominium shall be

CANAL PLACE CONDOMINIUM

Section 2. Description of Land.

The premises which constitute the condominium consist of three (3) certain parcels of land with the buildings and improvements thereon and the right to pass and repass by vehicle

and by foot over a fourth parcel of land, all four of which parcels of land are situated off Market Street in the City of Lowell, Middlesex County, Massachusetts, more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Condominium will consist of one hundred nineteen (119) individual residential Condominium Units and fifty-two (52) Parking Space Units located within the building, the Post Office address of which is 1 Canal Place, Lowell, Middlesex County, Massachusetts 01852.

Section 3. Description of Building.

The building contains six (6) floors each of which has an upper level and a lower level and as well a basement. The building is constructed of exterior load-bearing masonry walls on interior heavy timber beams and floors; the foundation is constructed of masonry and concrete; and the roof is a single-ply rubber membrane on heavy timber.

The Premises, the building, and the exterior common areas are shown on a Site Plan entitled "Site Plan, Canal Place Condominium, Lowell, Mass." dated August 7, 1986, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Massachusetts, recorded with said Deeds, ~~Book~~ ^{herewith}, Page ____, (hereinafter called the "Site Plan").

Section 4. Designations of Units and Their Boundaries.

The residential Condominium Units and the Parking Space (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

- (a) Floors: The plane of the upper surface of the subflooring or the concrete slab, as the case may be.
- (b) Ceilings: The plane of the lower surface of the ceiling joists.
- (c) Interior building walls: The plane of the surface of the wall studs facing the Unit of walls between Units and of walls between a Unit and common area.
- (d) Exterior building walls: The plane of the interior surface of the studs.
- (e) Exterior doors and windows: As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the exterior surface of the glass and of the sash, (or in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.
- (f) Interior walls between parking space units: The plane of an imaginary line between the ceiling and the floor and drawn through the center of the line dividing individual parking space units.

Section 5. Common Areas and Facilities.

The common areas and facilities of the Condominium shall consist of:

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

(b) All portions of the Buildings not included in any Unit by virtue of the Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:

- (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from Units to common areas, roof, entrances and exits of the Buildings, walls between Units or between a Unit and common area within the Buildings, and structural walls and other structural components located within any Unit;
- (2) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes and other facilities in such hallways;
- (3) Installations of central services such as common area heat, electric power, gas, hot and cold water, including all equipment attendant thereto, wherever located, but not including equipment contained within and servicing a single Unit;
- (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Buildings and all such facilities contained within any Unit which serve parts of the Buildings (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement;

(5) All parking areas, storage and utility sheds and garages, and storage areas and compartments located within each of the Buildings; and

- (c) There are forty-eight (48) parking spaces within the common areas of the Condominium; in addition, the Declarant has leased seventy-one (71) parking spaces in a nearby parking garage. Contemporaneously with the recording of this Master Deed and Canal Place Condominium Trust, the Declarant will assign all Declarant's rights in the aforesaid lease of parking spaces to the Trustees of Canal Place Condominium Trust, who shall assign available parking spaces within the Condominium as well as leased spaces to the Unit Owners on a fair and equitable basis.
- (d) 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 of the Condominium in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Canal Place Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the

Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Section 6. Floor Plans.

The floor plans of the buildings, showing the layout, location, Unit number, and dimensions of Units, stating the name of the buildings, and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully and accurately depict the same, are attached hereto and captioned Canal Place Condominiums, 200 Market Street, Lowell, Massachusetts, drawn by M.G.I.A. Architects, consisting of 13 sheets as follows:

Sheet 1	Basement Level dated September 9, 1987
Sheet 2	First Floor Lower Level Plan dated October 7, 1987
Sheet 3	First Floor Upper Level Plan dated October 7, 1987
Sheet 4	Second Floor Lower Level Plan dated October 7, 1987
Sheet 5	Second Floor Upper Level Plan dated October 7, 1987
Sheet 6	Third Floor Lower Level Plan dated September 16, 1987
Sheet 7	Third Floor Upper Level Plan dated September 16, 1987
Sheet 8	Fourth Floor Lower Level Plan dated September 9, 1987
Sheet 9	Fourth Floor Upper Level Plan dated September 9, 1987
Sheet 10	Fifth Floor Lower Level Plan dated April 3, 1987
Sheet 11	Fifth Floor Upper Level Plan dated April 3, 1987
Sheet 12	Sixth Floor Lower Level Plan dated April 3, 1987
Sheet 13	Sixth Floor Upper Level Plan dated April 3, 1987

Section 7. Statement of Purposes; Restrictions on Use.

Except for the Parking Space Units which shall be used solely for the purpose of parking non-commercial, registered automobiles, the purposes for which Units and the common areas

and facilities are intended to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Law of the City of Lowell, provided that Units owned or leased by the Condominium Trust may, in addition, be used as offices for the management of the Condominium.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, no porch enclosure, 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 Buildings or any Unit or any part of either and no signs or advertising may be displayed in the window of any Unit. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws and the rules and regulations in effect from time to time pursuant thereto;

(e) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other common area and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common area and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees 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 section except such as occur during his or her Unit ownership.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes, (ii) use unsold Units as models for display or sales offices for purposes of sale or leasing of Units and (iii) make additions, alterations or improvements to unsold Units without Trustee consent.

Section 8. Declarant's Reserved Right to Make Technical Corrections.

Declarant reserves for themselves, their successors and assigns, the right and power, without the consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors.

Each such amendment shall be effected by recording with the

Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, their successors or assigns.

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

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after three (3) years from the date of recording of this Master Deed, and (ii) no such amendment shall affect any substantive rights of any Unit Owner without that Unit Owner's consent, other than Declarant, their successors or assigns.

Any right or power reserved to the Declarant in this Section 8 or elsewhere in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power.

Section 2. Amendments.

This Master Deed may be amended by an instrument in writing

(i) signed and acknowledged by a majority of the Trustees of the Condominium Trust who certify under oath that one or more owners of Units entitled to at least 67% of the undivided interest in the common areas and facilities of the Condominium have consented in writing thereto and (ii) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first consented to 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 (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 the same has been signed by the Owners of the Unit so altered;
- (c) 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;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record or which enacts any right of first refusal applicable to first mortgagees shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgages;
- (e) No portion of any 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 (but all other portions thereof shall be of full force and effect);

- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e. not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the Condominium; and
- (g) The Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Condominium Trust the right, without the consent or signature of any other Unit Owner, to amend this Master Deed to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

Section 10. Reserved Development Rights/Special Amendments to Master Deed.

Anything to the contrary contained in Section 9 or elsewhere in this Master Deed notwithstanding, without the necessity of obtaining approval by the Trustees of Canal Place Condominium Trust or the further consent of any Unit Owner of a Unit in the Condominium or its mortgagee, Declarant reserves for its own benefit and for the benefit of its mortgagees, successors, and assigns the following rights with respect to unsold Units in the

Condominium and common areas and facilities of the Condominium:

A. Declarant reserves the right to amend the Master Deed, Site Plan, and the Plans, to subdivide any unsold Unit into smaller units and, in connection therewith, to construct such structures, including dividing walls and partitions; to install such fixtures and equipment; and to modify, connect into, relocate, create, or add to such common areas and facilities as Declarant shall deem advisable, provided however that:

- (1) the aggregate of the undivided percentage interests in the common areas and facilities appurtenant to the Units created by such subdivision at all times shall equal the undivided percentage interest in the common areas and facilities appurtenant to the Unit being subdivided, and shall be allocated among such Units according to their relative fair market values.
- (2) all work required to create new Units or to modify, connect into, relocate, create, or add common areas in connection with any subdivision of a Unit shall be performed (i) at the sole expense of Declarant, (ii) in compliance with all applicable laws, and, (iii) in a manner that will not impair the structural soundness or safety of the Building. Declarant shall be responsible for any damage caused to any Unit, or any common area or facility of the Condominium in connection with such work.
- (3) the undivided interest in the common areas and facilities of the Condominium of any Unit other than the unsold Units shall not be altered by such subdivision nor shall the common areas and facilities of the Condominium be modified

or constructed in such manner as to deprive any Unit other than the unsold Units of its access to a street or way or to a common area or facility leading to a street or way.

- (4) with respect to all Units and common areas and facilities created by each such subdivision, the Declarant shall cause to be prepared and recorded an amended Master Deed and amended Plans which shall describe or show, as appropriate, the layout, location, Unit numbers (designations) and dimensions of all Units thereby created, as built; all common areas and facilities thereby affected or created as built; the common areas and facilities to which each such newly created Unit has immediate access; and the undivided interest of each newly created Unit in the common areas and facilities of the Condominium. The amended Plans shall bear the verified statement of a registered architect or engineer certifying that such Plans fully and accurately depict the layout, location, unit number, and dimensions of each Unit as built.

For purposes of this Section 10(A) the term "unsold Units" shall mean all Units which either (i) have not, between the time of recording of this Master Deed and the time of recording of any relevant amended Master Deed, been conveyed by Declarant to a third party other than a party identified in the following subsections (ii) and (iii); (ii) have been conveyed to a mortgagee of Declarant or a successor or assign of Declarant by instrument expressly assigning Declarant's rights under this Section 10(A) of this Master Deed or (iii) have been acquired by a mortgagee of Declarant or a purchaser at a foreclosure sale

conducted by such mortgagee having the benefit of an express assignment of Declarant's rights under this Section 10(A) of the Master Deed in its mortgage or collateral loan documents.

Declarant, by its execution hereof, and all Unit Owners, Unit mortgagees, and their heirs, administrators, successors, assigns, and legal representatives, by their acceptance of a Unit Deed or acceptance of a mortgage subject to the provisions of this Master Deed, as the case may be, do hereby authorize, agree to, and join in the execution of all instruments contemplated by this Section 10 including, without limitation, any and all amendments to the Master Deed, the Site Plan, or the Plans executed and recorded by Declarant, its mortgagees, successors, and assigns hereunder and do hereby appoint and constitute Declarant (or either of them acting singly), or Declarant's mortgagees, successors, and/or assigns, as the case may be, their true and lawful proxy and attorney-in-fact with full power, coupled with any interest which cannot be revoked, authorizing such persons to vote for, execute, seal, deliver, and record on their behalf any and all such amendments without any further approval or consent whatsoever from any of them.

Section 11. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium is Canal Place Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a

beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

George T. Allen, Jr. 7 Broad Street, Billerica, MA

Jon H. Graham 58 Lexington Road, Burlington, MA

Section 12. Provisions for Protection of Mortgagees.

Notwithstanding anything to the contrary elsewhere in the Condominium Trust or in this instrument contained, the following provisions shall govern and be applicable insofar and for as long as the same do not violate Chapter 183A and 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.

A. Notice to Trustees. A Unit Owner who mortgages his Unit, shall notify the Trustees of the name and address of his servicing mortgagee; and of whether such mortgage may be sold to FHLMC or FNMA. Any such mortgage which is sold to FNMA or FHLMC shall be an "eligible mortgage" as that term is used herein, and the Trustees shall maintain such information in a separate book.

B. Notice of Unpaid Common Charges or Other Default. The Trustees, whenever so requested by the first mortgagee of a Unit, shall promptly provide such mortgagee a written notification of any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit if any such default is not cured

within sixty (60) days of notice of same to the Unit Owner.

C. Vote Defined. The term "vote" or "votes" as used herein with respect to any Unit shall mean the "most restrictive" of (1) the undivided percent interest in the common areas and facilities of the Condominium as allocated to such unit by the Master Deed or any amended Master Deed; (2) the definition of vote adopted by FNMA; or (3) the definition of vote by FHLMC. The meaning shall be deemed "most restrictive" which requires the consent of the greatest number of eligible mortgagees when applied to the matters addressed herein.

D. Unless the first mortgagees and owners of Units having at least sixty-seven percent (67%) of the votes of Units subject to eligible mortgages have given their prior written approval, the Trustees of the Canal Place Condominium Trust shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
- (2) change the pro rata interest or obligation of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the common areas and facilities;
- (3) partition or subdivide any Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer (except by lease) the common areas and facilities. The granting of easements for public utilities or for other public purposes consistent with the

intended use of the common areas and facilities by the Condominium shall not be deemed a transfer within the meaning of this subparagraph (4); or

- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or the common areas and facilities) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or common areas and facilities.

E. All taxes, assessments and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole.

F. No Unit Owner, or any other party, shall have a priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common areas and facilities.

G. If the FHLMC or FNMA shall own, in whole or in part, a mortgage of any Unit in the Condominium, the Trustees, on behalf of the Canal Place Condominium Trust shall give written notice to FHLMC or FNMA, as the case may be, (c/o its servicer at servicer's address) of any loss to or taking of common areas and facilities if such loss or taking exceeds \$10,000.00 or any damage to such Unit if such damage exceeds \$1,000.00.

H. Upon written request to the Trustees identifying an address of the holder, insurer or governmental guarantor of any eligible mortgage and the Unit number of the Unit affected by

such mortgage, any eligible mortgage holder or insurer or governmental guarantor thereof will be entitled to timely written

—notice of:

- (1) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees.
- (2) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders.

I. No agreement for professional management of the Condominium or any other contract with Declarant 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 of not more than ninety (90) days' written notice.

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

- (1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, as amended prior to the occurrence of such condemnation or damage and the original plans and specifications therefor, unless other action is approved by eligible holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages.
- (2) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be

approved in writing by eligible holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages.

- (3) Except as otherwise provided herein or in the Condominium Trust, 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 holders of mortgages on all remaining units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to eligible mortgages.
- (4) When professional management has been previously required by any eligible mortgage holder or any insurer or guarantor of an eligible mortgage, whether such entity became an eligible mortgage holder or 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 sixty-seven percent (67%) of the votes of the Trust are allocated and the approval of holders of eligible mortgages on Units which have at least fifty-one percent (51%) of the votes of units subject to eligible mortgages.

K. The consent of the owners of Units to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of holders of eligible mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible 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:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use common areas;
- (6) Responsibility for maintenance and repair of the several portions of the Condominium;
- (7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any Unit;
- (9) The interests in the common areas;
- (10) Convertibility of Units into common areas or of common areas in the Units;
- (11) Leasing of Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
- (13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of mortgages on Units.

L. Any Lease or Rental Agreement must be in writing and be subject to the requirements of the Master Deed and Condominium Trust. No Unit may be leased or rented for less than thirty (30) days.

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

N. The Master Deed and the Condominium Association shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of residential Units in the condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Trust and the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

Section 13. Chapter 183A Governs.

The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in the relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from

the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 14. Condemnation.

From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 15. 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.

Section 16. Waiver.

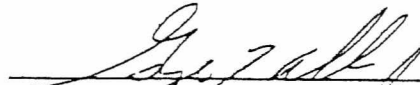
The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

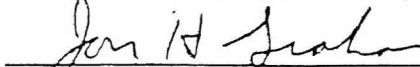
Section 17. Partial Invalidity.

The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

IN WITNESS WHEREOF on this ____ day of OCTOBER, 1987, GEORGE T. ALLEN, JR., and JON H. GRAHAM, Trustees of Canal Place Trust,

have caused this Condominium Master Deed to be executed as a sealed instrument.

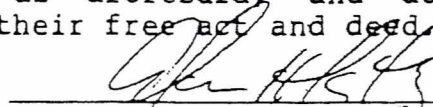

George T. Allen, Jr.
Trustee of Canal Place Trust


Jon H. Graham
Trustee of Canal Place Trust

COMMONWEALTH OF MASSACHUSETTS

OCTOBER __, 1987

Then personally appeared before me George T. Allen, Jr., and Jon H. Graham, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed.


Notary Public
My commission expires: 11/28/91

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DESCRIPTION OF PROPERTYParcel One

A certain parcel of land with the buildings thereon bounded and described as follows:

Beginning at the northeasterly corner of the premises at the point marked "J" on a plan entitled, "Plan of Former Mill Yard of the Higelow-Hartford Garper Company, showing subdivision due to sundry sales, Lowell, Mass., February 15, 1903, W. S. Briggs" recorded with Middlesex North District Deeds in Book of Plans 17, Plan 31:

thence running westerly, bounded northerly by land conveyed by J. Murray Howe to Perry Gulliver by deed dated February 17, 1900, recorded with said Deeds, Book 421, Page 18, on a line which is parallel with and distant twenty-four (24) feet southerly from the main southerly wall of Office Building No. 12, as shown on said Plan, two hundred thirty-six and 2/10 (236.2) feet to the point marked "K" on said plan;

thence southerly by said land conveyed to said Gulliver as aforesaid, the line running in part by the westerly end of Building No. 10 on the granted premises, thirty-seven (37) feet to the point marked "L" on said plan;

thence easterly by said Building No. 10, three and 5/10 (3.5) feet to the point marked "M" on said plan, and in the center of a party wall between said Building No. 10 and Building No. 11 on said plan;

thence southerly, bounded westerly by said Building No. 11, the line running through the center of said party wall, ninety-four (94) feet to the point marked "N" on said plan;

thence westerly, still by said Building No. 10, eight (8) feet to the point marked "O" on said plan;

thence southerly bounded westerly by said Building No. 11, fourteen (14) feet to the point marked "P" on said plan;

thence easterly, bounded southerly on other land as Abbot Worsted Company (formerly of said J. Murray Howe), on a line which is parallel with and distant six and 5/10 (6.5) feet southerly from the southerly wall of said Building No. 10, two hundred seventy-four (274) feet to the point marked "AA" on said plan;

thence northerly by land formerly of said Howe being in part by other land of now or formerly of Abbot Worsted Company, hereinafter described and conveyed, on a line which is parallel with and distant westerly ten (10) feet from the westerly wall of Buildings No. 8 and No. 4 on said plan, one hundred thirty-three (133) feet to the point marked "BB" on said plan;

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d 0 4 2 3 1 p 1 1 7

thence Northerly by other land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet to the point of beginning;

thence by other land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet to the point of beginning;

THENCE

A certain parcel of land bounded and described as follows:

thence by land now or formerly of Charles Ward, one hundred and thirty (130) feet;

thence by land now or formerly of Lowell Foundation, Inc. one hundred and thirty (130) feet;

thence by land now or formerly of said Lowell Foundation, Inc. one hundred and thirty (130) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

thence by land now or formerly of Aztec Mosaic Company hereinafter described and conveyed twenty-five (25) feet;

THENCE

A certain parcel of land bounded and described as follows:

thence by land now or formerly of James S. Mendenhall, one hundred and thirty (130) feet;

thence by land now or formerly of James S. Mendenhall, one hundred and thirty (130) feet;

thence by land now or formerly of James S. Mendenhall, one hundred and thirty (130) feet;

thence by land now or formerly of James S. Mendenhall, one hundred and thirty (130) feet;

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334233 P134

SOUTHERLY by land now or formerly of Lowell Public Warehouse Co., sixty-one and 52/100 (51.52) feet;

Containing a total area including easements shown on said plan of 1,841 square feet of land and being shown as Lot 2 on the said plan dated October 1, 1935, recorded with said Deeds, Plan Book 42, Plan 12.

Parcel Four

Southeasterly by Mill No. 12 belonging to Westlake Realty Trust as shown on a plan of land hereinafter mentioned, two hundred thirty-six and 40/100 (236.40) feet;

Northeasterly by other land of said Westlake Realty Trust as shown on said plan, thirty-seven and 50/100 (37.50) feet;

Northeasterly by land of Valley Associates as shown on said plan, thirty-five (35) feet;

Southeasterly by other land of Scott Mills as shown on said plan, nine and 10/100 (9.10) feet;

Northeasterly by said other land of Scott Mills as shown on said plan, forty-eight and 10/100 (48.10) feet;

Northeasterly again by said other land of Scott Mills as shown on said plan, thirty-eight (38) feet;

Southeasterly by said other land of Scott Mills as shown on said plan, twenty-five (25) feet; and

Northeasterly by said other land of Scott Mills as shown on said plan, seventy and 50/100 (70.50) feet.

Containing eleven thousand nine hundred eighty-one (11,981) square feet and being shown as the area within the lines connecting points X, G, I, H, M, N1, N2, N3 and K as shown on a plan of land entitled, "Plan showing land and Building No. 12 belonging to Scott Mills-Beane Division, Lowell, Mass.," surveyed May 21, 1935 to be recorded with said Registry of Deeds.

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ADJUTANT'S RIGHTS OF WAY

The aforesaid Property has as an appurtenant right thereof the right to use for all purposes for which public ways in Lowell, Massachusetts, may now or in the future be used, along with others, the right-of-way situated in said Lowell, Middlesex County, Massachusetts as shown on the following plans:

1. Lot designated as Proposed Right of Way (showing an area of 1,147 sq. ft.) as shown on a plan entitled "Plan of Land, Market Hill, Lowell, Mass., dated January 1, 1931, by Harry R. Feldman, Inc., L.S." which plan is recorded in Plan Book 117 at Page 11 in the Middlesex North District Registry of Deeds.
2. Lots "A-1", "C", "C-1" and "D" (with an area of 1,047 sq. ft.) as shown on a plan entitled "Plan Showing Proposed Rights of Way, Lowell, Mass., dated July 27, 1931 and revised August 10, 1931 and August 24, 1931 and September 22, 1931," by Harry R. Feldman, Inc., L.S. which plan is recorded in Plan Book 117 at Page 11 in the Middlesex North District Registry of Deeds.
3. Lots "B", "F", "A-1", "X", "J" and "M" as shown on a plan entitled "Subdivision Plan of Land, Lowell, Mass., dated May 12, 1931," by Harry R. Feldman, Inc., L.S. which plan is recorded in Plan Book 117 at Page 12 in the Middlesex North District Registry of Deeds.

ADJUTANT'S PARKING RIGHTS

The aforesaid Property has the benefit of the Parking Lease Agreement dated September 29, 1931, by and among the City of Lowell, Seller and Market Hill Associates.

EXHIBIT B

<u>UNIT NUMBER</u>	<u>AREA IN</u> <u>SQUARE FEET</u>	<u>UNIT TYPE</u>
100 A	15010	I
100 B	13778	I
100 C	836	I
100 D	723	I
201	1595	B
202	1453	A
203	1454	A
204	1454	A
205	1447	A
206	1463	A
207	1459	A
208	1438	A
209	1456	A
210	1451	A
211	2288	E
212	1440	A
213	1448	A
214	1441	A
215	1437	A
216	1409	A
217	1434	A
218	1436	A
219	1445	A
220	796	I
221	755	I

<u>UNIT NUMBER</u>	<u>AREA IN</u> <u>SQUARE FEET</u>	<u>UNIT TYPE</u>
301	1606	B
302	1456	A
303	1457	A
304	1462	A
305	1424	A
306	1462	A
307	1464	A
308	1424	A
309	1456	A
310	1463	A
311	2283	F
312	1445	A
313	1417	A
314	1454	A
315	1452	A
316	1414	A
317	1451	A
318	1451	A
319	1440	A
401	1641	B
402	1464	A
403	1464	A
404	1467	A
405	1418	A
406	1464	A
407	1464	A
408	1427	A
409	1467	A
410	1463	A
411	2333	F
412	1461	A
413	1418	A
414	1460	A
415	1459	A
416	1420	A
417	1466	A
418	1460	A
419	1460	A

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<u>UNIT NUMBER</u>	<u>AREA IN SQUARE FEET</u>	<u>UNIT TYPE</u>
501	1659	B
502	1484	A
503	1494	A
504	1487	A
505	1466	A
506	1488	A
507	1488	A
508	1470	A
509	1490	A
510	1495	A
511	2396	F
512	1485	A
513	1467	A
514	1486	A
515	1488	A
516	1463	A
517	1488	A
518	1486	A
519	1481	A
601	1681	B
602	1525	A
603	1520	A
604	1521	A
605	1502	A
606	1526	A
607	1522	A
608	1498	A
609	1532	A
610	1537	A
611	2592	F
612	1521	A
613	1503	A
614	1524	A
615	1532	A
616	1510	A
617	1524	A
618	1523	A
619	1517	A
620	1475	G

3 0 4 2 8 3 2 1 3 9

<u>UNIT NUMBER</u>	<u>AREA IN SQUARE FEET</u>	<u>UNIT TYPE</u>
S- 1	200	S
S- 2	200	S
S- 3	200	S
S- 4	200	S
S- 5	200	S
S- 6	200	S
S- 7	200	S
S- 8	200	S
S- 9	200	S
S-10	200	S
S-11	200	S
S-12	200	S
S-13	200	S
S-14	200	S
S-15	200	S
S-16	200	S
S-17	200	S
S-18	200	S
S-19	200	S
S-20	200	S
S-21	200	S
S-22	200	S
S-23	200	S
S-24	200	S
S-25	200	S
S-26	200	S
S-27	200	S
S-28	200	S
S-29	200	S
S-30	200	S
S-31	200	S
S-32	200	S
S-33	200	S
S-34	200	S
S-35	200	S

<u>UNIT NUMBER</u>	<u>AREA IN</u> <u>SQUARE FEET</u>	<u>UNIT TYPE</u>
S-36	200	S
S-37	200	S
S-38	200	S
S-39	200	S
S-40	200	S
S-41	200	S
S-42	200	S
S-43	200	S
S-44	200	S
S-45	200	S
S-46	200	S
S-47	200	S
S-48	200	S
S-49	200	S
S-50	200	S
S-51	200	S
S-52	200	S

Type A, B, and G Units consist of a foyer, kitchen, dining room, living room, storage room, 1-1/2 baths, 2 bedrooms, and a laundry room

Type C and D Units consist of a foyer, kitchen, dining area and living room, storage area, 1 bath, and one bedroom

Type E and F Units consist of a foyer, kitchen, dining room, living room, storage room, 2-1/2 baths, 3 bedrooms, and a laundry room

Type S Units consist of garage space only

Type I Units consist of 1 large room which the Declarant intends to subdivide into residential units. It is anticipated that the Declarant will subdivide these Units to create additional residential units.

All A, B, E, and F Units and Units 100 A and 100 B have immediate access to common hallways on the upper and lower levels of the floors upon which the units are located.

Unit 100 C and 100 D have immediate access to a common hallway on the upper level of the first floor and to a stairway between the lower and upper levels of the first floor.

Unit 220 and Unit 221 have immediate access to a common hallway on the lower level of the second floor.

Parking Space Units have immediate access to common driveway on the basement level.

EXHIBIT C

UNIT NUMBER	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES OF THE <u>CONDOMINIUM</u>
100 A	.082460
100 B	.076117
100 C	.005713
100 D	.005713
201	.008246
202	.008246
203	.008246
204	.008246
205	.008246
206	.008246
207	.008246
208	.008246
209	.008246
210	.008246
211	.010149
212	.008246
213	.008246
214	.008246
215	.008246
216	.008246
217	.008246
218	.008246
219	.008246
220	.005713
221	.005713

UNIT NUMBER	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES OF THE <u>CONDOMINIUM</u>
301	.008246
302	.008246
303	.008246
304	.008246
305	.008246
306	.008246
307	.008246
308	.008246
309	.008246
310	.008246
311	.010149
312	.008246
313	.008246
314	.008246
315	.008246
316	.008246
317	.008246
318	.008246
319	.008246
401	.008246
402	.008246
403	.008246
404	.008246
405	.008246
406	.008246
407	.008246
408	.008246
409	.008246
410	.008246
411	.010149
412	.008246
413	.008246
414	.008246
415	.008246
416	.008246
417	.008246
418	.008246
419	.008246

UNIT NUMBER

PERCENTAGE INTEREST
IN COMMON AREAS AND
FACILITIES OF THE
CONDOMINIUM

501	.008246
502	.008246
503	.008246
504	.008246
505	.008246
506	.008246
507	.008246
508	.008246
509	.008246
510	.008246
511	.010149
512	.008246
513	.008246
514	.008246
515	.008246
516	.008246
517	.008246
518	.008246
519	.008246
601	.008246
602	.008246
603	.008246
604	.008246
605	.008246
606	.008246
607	.008246
608	.008246
609	.008246
610	.008246
611	.010149
612	.008246
613	.008246
614	.008246
615	.008246
616	.008246
617	.008246
618	.008246
619	.008246
620	.007617

UNIT NUMBER

PERCENTAGE INTEREST
IN COMMON AREAS AND
FACILITIES OF THE
CONDOMINIUM

S- 1	.00034748
S- 2	.00034748
S- 3	.00034748
S- 4	.00034748
S- 5	.00034748
S- 6	.00034748
S- 7	.00034748
S- 8	.00034748
S- 9	.00034748
S-10	.00034748
S-11	.00034748
S-12	.00034748
S-13	.00034748
S-14	.00034748
S-15	.00034748
S-16	.00034748
S-17	.00034748
S-18	.00034748
S-19	.00034748
S-20	.00034748
S-21	.00034748
S-22	.00034748
S-23	.00034748
S-24	.00034748
S-25	.00034748
S-26	.00034748
S-27	.00034748
S-28	.00034748
S-29	.00034748
S-30	.00034748
S-31	.00034748
S-32	.00034748
S-33	.00034748
S-34	.00034748
S-35	.00034748

UNIT NUMBER

PERCENTASE INTEREST
IN COMMON AREAS AND
FACILITIES OF THE
CONDOMINIUM

S-36	.00034748
S-37	.00034748
S-38	.00034748
S-39	.00034748
S-40	.00034748
S-41	.00034748
S-42	.00034748
S-43	.00034748
S-44	.00034748
S-45	.00034748
S-46	.00034748
S-47	.00034748
S-48	.00034748
S-49	.00034748
S-50	.00034748
S-51	.00034748
S-52	.00034748

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AMENDMENT
TO
MASTER DEED
OF
CANAL PLACE CONDOMINIUM

We, GEORGE T. ALLEN, JR., of Billerica, Massachusetts, and JON H. GRAHAM of Burlington, Massachusetts, as Trustees of Canal Place Trust under Declaration of Trust dated March 24, 1986, recorded with Middlesex North District Registry of Deeds, Book 3399, Page 117, in accordance with the provisions of Section 10 of the Master Deed of Canal Place Condominium, dated October 20, 1987, recorded with said Deeds, Book 4283, Page 158, hereby amend said Master Deed as follows:

1. Sheets 2, 3, 4, and 5 referred to in Section 6 of the Master Deed are hereby deleted and replaced by the following:

Sheet 2, First Floor Lower Level Plan dated January 20, 1988
Sheet 3, First Floor Upper Level Plan dated January 20, 1988
Sheet 4, Second Floor Lower Level Plan dated October 7, 1987, revised January 20, 1988

2. Exhibit B is amended by deleting therefrom references to the Units 100 A, 100 B, 100 C, and 100 D. Added to Exhibit B are Units 101 to 120 as set forth below:

UNIT NUMBER	AREA IN SQUARE FEET	UNIT TYPE
101	1567	B
102	1449	A
103	1451	A
104	1451	A
105	1421	A
106	1458	A
107	1454	A
108	1423	A
109	1458	A
110	1453	A
111	2325	E
112	1435	A
113	1411	A
114	1441	A
115	1438	A
116	1413	A
117	1436	A
118	1437	A
119	1447	A
120	712	C
121	695	C

Exhibit B is further amended by changing the Unit Type of Units 220 and 221 from I to D.

Exhibit B is further amended by adding thereto the following:

Units 120 and 121 have immediate access to a common hallway on the Upper Level of the First Floor and to a stairway between the Lower and Upper Levels of the First Floor.

3. Exhibit C is hereby amended by deleting therefrom Unit 100 A, 100 B, 100 C, and 100 D and replacing them as set forth below:

1510
מחצית השנייה
המאה ה-15