

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. There is a crawlspace which is common area to which the Unit Owner has exclusive easement of access, as more particularly set forth elsewhere in this Master Deed.

Interior stairways connect the three floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

As to Units 119, 120, 121, and 122:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, and individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Building No. 21. Building No. 21 contains Units numbered 125 through 130, inclusive. Units 125, 126, 129 and 130 have four floors of living area, and Units 127 and 128 have three floors of living area, all as further described as follows hereinbelow.

As to Units 125, 126, 129 and 130:

The ground floor contains a one-car garage space connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

As to Units 127 and 128:

The ground floor contains a one-car garage space

and connecting storage space, central heating equipment, an individual water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. There is a crawlspace which is common area to which the Unit Owner has an exclusive easement of access, as more particularly set forth elsewhere in this Master Deed.

Interior stairways connect the three floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Building No. 22. Building No. 22 contains Units numbered 131 through 136, inclusive. Units 131, 132, 135 and 136 contain four floors of living area and Units 133 and 134 have three floors of living area, all as described as follows hereinbelow.

As to Units 131, 132, 135 and 136:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

As to Units 133 and 134:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. There is a crawlspace which is Common Area to which the Unit Owner has an exclusive easement of access, as more particularly set forth elsewhere in this Master Deed.

Interior stairways connect the three floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Building No. 23. Building No. 23 contains Units numbered 137 through 144, inclusive. Units 137, 138, 143 and 144

have three floors of living area, and Units 139, 140, 141 and 142 have four floors of living area, all as further described as follows hereinbelow.

As to Units 137, 138, 143 and 144:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. There is a crawlspace which is Common Area to which the Unit Owner has an exclusive easement of access, as more particularly set forth elsewhere in this Master Deed.

Interior stairways connect the three floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

As to Units 139, 140, 141 and 142:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Building No. 24. Building No. 24 contains Units numbered 145 through 152, inclusive. Units 145, 146, 151 and 152 have three floors of living area, and Units 147, 148, 149 and 150 have four floors of living area, all as further described as follows hereinbelow.

As to Units 145, 146, 151 and 152:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. There is a crawlspace which is Common Area to which the Unit Owner has an exclusive easement of access, as more particularly set forth elsewhere in this Master Deed.

Interior stairways connect the three floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

As to Units 147, 148, 149 and 150:

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Building No. 25. Building No. 25 contains Units numbered 153 through 156, inclusive. Each said Unit has four floors of living area and is further described as follows hereinbelow.

The ground floor contains a one-car garage space and connecting storage space, central heating equipment, an individual hot water heater and a water meter. The first floor contains a living room, dining room, kitchen and lavatory-utility room. The second floor contains two bedrooms, bathroom and closets. The third floor contains a loft and attic storage space and closet.

Interior stairways connect the four floors and each Unit has two entrance-exits leading to concrete platforms on the outside on ground floor level.

Each unit of Phase 4 of Roper Estates Condominium also contains a fireplace unit and chimney, a gas-fired hot air heating system with vents and ducts, a gas stove, electric stove ductless hood, electric refrigerator, dishwasher and garbage disposal, all contained within said Unit. Each Unit also has an electric air conditioner located outside the Unit on a concrete pad. The Unit Owner whose Unit the said air conditioner is appurtenant and serves shall have an exclusive easement and right of access to that portion of the Common Area upon which the said air conditioner is located.

Each Unit of Phase 4 further has appurtenant to it an exterior deck on the first floor level which is Common Area, but to which the Unit Owner shall have an exclusive easement as more particularly set out elsewhere in this Master Deed.

Additional description of each Unit of Phase 4 is set out hereinbelow in Section 2. (h) hereof.

(h) Further Description of Units:

This further description of the Units, as hereinafter set forth, is hereby applicable to the Units in Phase 1 of Roper Estates Condominium and from and after the recording of the amendments creating Phase 2 and/or Phase 3 and/or Phase 4 thereof, shall also appertain to the Units in said Phase 2 and/or Phase 3 and/or Phase 4.

The boundaries of each Unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows and window frames, doors and door frames and trim, and each Unit includes the portion of the Building within said boundaries and the space which is enclosed by said boundaries, excepting any Common Area which may be located within said boundaries. Such description is made further subject to the provisions of Article VIII, Section 1. of the By-Laws of Roper Estates Condominium Association annexed hereto as Appendix C to the Master Deed.

Each Unit has appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with other provisions of this Master Deed, the By-Laws of Roper Estates Condominium (Appendix C) and the rules and regulations promulgated pursuant thereto to use: (1) the platforms adjacent to the front and rear entrances of such Unit; (2) the crawlspace located over the second floor of the Unit, if any; (3) the concrete pad supporting the air conditioner located outside the Unit which exclusively serves such Unit; (4) the outside deck and closet located adjacent to the dining room of such Unit; (5) the doors, garage door, windows, and screens serving such Unit; (6) the parking space immediately adjacent to such Unit.

All the facilities, areas, equipment and other items referred to in the preceding paragraph shall be maintained, repaired and replaced as necessary, by and at the sole and separate expense, cost and risk of the Owner of such Units; provided, however, that all such maintenance and repair shall be done in accordance with applicable provisions of the By-Laws and this Master Deed governing Owners' obligations as to such.

- ✓ Such additional parking spaces in the Common Area of Roper Estates Condominium which are in excess of those to which Unit Owners have exclusive rights, if any, may be assigned to particular Unit Owners by the Association (through its Board of Directors) for such periods of time and for such charges as the Association shall determine. Such charges, when received, shall constitute common funds of the Association. Such additional spaces, if any, not so assigned, shall be available for occasional use of Unit occupants and guests, subject to the By-Laws and Rules and Regulations.

Additional description of each Unit of Phase 1, including its Unit designation, location, approximate area, number of rooms, number of floors of living area, immediate Common Area to which it has access, proportionate interest in the Common Area and its street address are set forth in Appendix B attached hereto and made a part hereof.

The approximate areas and other description of the Units in Phases 2, 3 and 4 will be set forth in the amendment or amendments to this Master Deed creating such Phase or Phases.

The layout of each Unit in Phase 1 and locations of the rooms in such are shown in the floor plans recorded herewith.

Layouts of Phase 2, Phase 3 and Phase 4 Units will be shown on floor plans thereof to be recorded with the amendments creating such phase or phases.

(i) Description of Common Area:

The Common Area, subject to the definition in Article I. (f) of the Master Deed, includes, but not by way of limitation: (a) the land on which the Buildings (which contain the Units) are located as more particularly described on Appendix A-1 hereto, together with the benefits of and subject to rights and easements therein set forth, (b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveways, roadways, sidewalks, walkways and other improvements thereon, subject, however, to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may, pursuant to other provisions hereof, be established, (c) the foundations, columns, beams, girders and supports, exterior walls and roofs of the Buildings, the perimeter walls around each Unit and the ceilings and floors above and below the living levels of the Units to the unfinished interior surfaces thereof, and any other walls, ceilings and floors which are not within a Unit, (d) all conduits, ducts, pipes, plumbing, wiring and other utility installations to the outlets, including all such facilities contained within any Unit which serve part of the Condominium other than the Unit within which such facilities are wholly contained, and all apparatus and equipment existing for common use, (e) all other parts of Roper Estates Condominium (excluding Units) including such personal property as is necessary or convenient to its existence, maintenance and safety or normally in common use.

From and after the filing of the amendment provided for herein which creates and adds Phase 2 to Roper Estates Condominium, the Common Area shall also include, but not by way of limitation, (a) the land on which the buildings (which contain the Units of said Phase 2 are located, as more particularly described in Appendix A-2 hereto, together with the benefits of and subject to rights and easements therein set forth, (b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveways, roadways, sidewalks, walkways and other improvements thereon, subject however to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may, pursuant to other provisions hereof, be established, (c) the foundations, columns, beams, girders and supports, exterior walls and roofs of the Buildings, the perimeter walls around each Unit and the ceilings and floors above and below the living levels of the Units to the unfinished interior surfaces thereof, and any other walls, ceilings and floors which are not within a Unit, (d) all conduits, ducts, pipes, plumbing, wiring and other utility installations to the outlets, including all such facilities contained within any Unit which serve part

of the Condominium other than the Unit within which such facilities are contained, and all apparatus and equipment existing for common use, and (e) all other parts of Roper Estates Condominium (excluding Units) including such personal property as is necessary or convenient to its existence, maintenance and safety or normally in common use.

From and after the filing of the amendment provided for herein which creates and adds Phase 3 to Roper Estates Condominium, the Common Area shall also include, but not by way of limitation, (a) the land on which the Buildings (which contain the Units of said Phase 3) are located, as more particularly described in Appendix A-3 hereto, together with the benefit of and subject to rights and easements therein set forth, (b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveways, roadways, sidewalks, walkways and other improvements thereon subject, however, to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may, pursuant to other provisions hereof, be established, (c) the foundations, columns, beams, girders, and supports, exterior walls and roofs of the buildings, the perimeter walls around each Unit and the ceilings and floors above and below the living levels of the Units to the unfinished interior surfaces thereof, and any other walls, ceilings and floors which are not within a Unit, (d) all conduits, ducts, pipes, plumbing, wiring and other utility installations to the outlets, including all such facilities contained within any Unit within which such facilities are contained, and all apparatus and equipment existing for common use, and (e) all other parts of Roper Estates Condominium (excluding Units) including such personal property as is necessary or convenient to its existence, maintenance and safety or normally in common use.

From and after the filing of the amendment provided for herein which creates and adds Phase 4 to Roper Estates Condominium, the Common Area shall also include, but not by way of limitation, (a) the land on which the Buildings (which contain the Units of said Phase 4) are located, as more particularly described in Appendix A-4 hereto, together with the benefit of and subject to rights and easements therein set forth, (b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveways, roadways, sidewalks, walkways and other improvements thereon subject, however, to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may, pursuant to other provisions hereof, be established, (c) the foundations, columns, beams, girders, and supports, exterior walls and roofs of the buildings, the perimeter walls around each Unit and the ceilings and floors above and below the living levels of the Units to the unfinished interior surfaces thereof, and any

other walls, ceilings and floors which are not within a Unit, (d) all conduits, ducts, pipes, plumbing, wiring and other utility installations to the outlets, including all such facilities contained within any Unit within which such facilities are contained, and all apparatus and equipment existing for common use, and (3) all other parts of Roper Estates Condominium (excluding Units) including such personal property as is necessary or convenient to its existence, maintenance and safety or normally in common use.

- (j) Floor Plans. Contemporaneously with the recording of this Master Deed, there is being recorded a set of Floor Plans of the Buildings of Phase 1 of Roper Estates Condominium showing the layout, location, designations and dimensions of the Units comprising such by stating thereon number of said buildings, and bearing the verified statement of a registered land surveyor certifying that the Plans fully and accurately depict the layout, location, Unit number and dimensions of the Units, as built.

Floor Plans with respect to Phase 2 of Roper Estates Condominium will be recorded with the amendment to the Master Deed creating such Phase 2.

Floor Plans with respect to Phase 3 of Roper Estates Condominium will be recorded with the amendment to the Master Deed creating such Phase 3.

Floor Plans with respect to Phase 4 of Roper Estates Condominium will be recorded with the amendment to the Master Deed creating such Phase 4.

- (k) Statement of Purposes and Use. Roper Estates Condominium is primarily intended for residential use and the following provisions are in furtherance of this purpose:

(1) Each Unit shall be occupied and used only for private residential purposes by the Owner and his family, or by lessees or guests of the Owner, except for such limited professional use (subject to applicable zoning ordinances) as the Board, upon application of the Owner, from time to time, may authorize as not being incompatible with the residential character of Roper Estates Condominium. This restriction shall not be construed to prohibit Owners from leasing their Condominium Units so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

(2) The Common Area shall not be used in a manner which is inconsistent with the residential character of Roper



Estates Condominium. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board.

- (3) No noxious or offensive use shall be made of any part of the Roper Estates Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to the other Owners. No use shall be made of any part of the same which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Roper Estates Condominium, or which is in violation of any law or governmental regulation applicable thereto.

No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area, without prior written consent of the Board.

- (4) No signs (except as provided in sub-paragraph (g) (6) hereof), clotheslines, television antennas, refuse or loose clothing or similar material or equipment shall be hung, posted or otherwise placed so as to be within the public view or within the view of other Owners, without prior written consent of the Board.
- (5) No animals, livestock or poultry shall be kept anywhere within Roper Estates Condominium, except that dogs, cats or other household pets may be kept in Units with prior written consent of the Board of Directors of the Association. Such consent may be withdrawn whenever, in the sole discretion of the Board, any such household pet is deemed to constitute a nuisance to other Owners. Such consent shall be further subject to the By-Laws of the Owners' Association.
- (6) Declarant shall be deemed to be the Owner of any Units which have been submitted to provisions of the Act hereby, but not sold and may make such use of such unsold Units as may facilitate the completion or rehabilitation of any of said Units by Declarant, and the sale of same, including without limiting the generality of the foregoing, the right to enter all unsold Units and Common Area for the purposes herein set forth, the right to store materials, the maintenance of sales offices and model units, the showing of property and the displaying of signs.

Declarant further shall have, and to the extent required, hereby reserves the right for it, its successors and assigns, to install, repair, replace and maintain, now and in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities, including the right to grant all such rights to others, including

but not by way of limitation, utility companies, under and across the entire premises of Roper Estates Condominium, all as described in Appendix A-1 hereto annexed.

- (7) The Board of Directors is empowered to adopt and amend, from time to time, Condominium Rules concerning the use of the Common Areas and Facilities of the Condominium, which Rules shall be furnished in writing to all Owners and which Rules shall not be violated.
- (8) The consents of the Board referred to in this paragraph (k) including such as are specified in subparagraph (4) may be withdrawn by the Board whenever it deems such withdrawal to be in the best interest of Roper Estates Condominium.
- (9) All Units shall be heated at all times so as to maintain minimum temperatures in such a Unit of 45° so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit Owner fails to maintain a 45° temperature, as aforesaid, the Association shall have the right of access to each Unit, at any time, to increase the heating in order to maintain the minimum temperature, or in order to repair any damage caused by the failure to maintain the temperature, as aforesaid; and any heating bills thus incurred or any repair bills thus incurred shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of the Act.
- (10) Owners, guests, occupants, and lessees of Units will be expected to reduce noise levels after 10:00 P.M. so that neighbors are not disturbed. At no time are musical instruments, radios, record or tape players or television sets to be so loud as to become a nuisance.
- (11) There shall be no use of, or activity in, any Unit or Common Area of Roper Estates Condominium which shall be in violation of any governmental law, ordinance, rule or regulation. It is further provided herein that Owners of the Units shall be held responsible for actions of their children, guests and other occupants.
- (12) The Board may retain a duplicate key to each Unit. No Owner may alter any lock or install a new lock on any door leading into the Unit of such Owner without prior written consent of the Board. If such consent is given, the Owner shall provide the Board with a new duplicate key for its use. It is not intended that an Owner's privacy be intruded upon, and such key shall not be used except in a personal or property emergency.

- (l) Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser thereof, shall be altered in any way by the encroachments as a result of construction of any structure or due to settling or shifting of structure. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

If any portion of the Common Areas and Facilities now encroach upon other Units or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of a building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Association, or (c) as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the building stands.

- (m) Amendments: Unless otherwise provided by the Act or elsewhere herein, this Master Deed may be amended by the votes of sixty-six and two thirds (66 2/3%) percent or more of the total voting interest of all Unit Owners cast in accordance with the provisions hereof and of the By-Laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by Owners of more than sixty-six and two thirds (66 2/3%) percent of the common interest of the Unit Owners.

Notwithstanding the foregoing, any amendment which affects the size, shape, configuration, dimensions or percentage interest of any Unit of Roper Estates Condominium shall not be valid unless it shall have been approved in writing by all Owners and by all first mortgagees of record.

No amendment to this Master Deed shall be effective until it is recorded with the Middlesex North District Registry of Deeds.

- (n) Reservation of Rights to Amend by Declarant: Notwithstanding the above paragraph (m), Declarant and its successors in title to the various parcels described in Appendices A-2, A-3 and A-4 hereto, hereby reserves the right, at any time prior to December 31, 1987, without the consent of any Unit Owner, to amend this Master Deed so as to create the Units of Phase 2 and/or Phase 3 and/or Phase 4 of Roper Estates Condominium.

Any such amendment or amendments shall contain all particulars and provisions as may be required by the Act. From and

after the recordation of such amendment or amendments, Roper Estates Condominium shall include all Units and Common Areas and Facilities which have been, by such amendment or amendments, submitted, pursuant to the Act as to Phase 2 and/or Phase 3 and/or Phase 4 parcels, as shown on the Site Plan of same recorded herewith.

This right to amend as herein reserved shall include all such rights to correctively amend the Master Deed and related instruments as may be reasonably necessary in order to effectuate the intent hereof.

No amendment to this Master Deed shall be effective unless or until it is recorded with Middlesex North District Registry of Deeds.

- (o) Name of Association: The Condominium project is to be known as Roper Estates Condominium. An unincorporated Association of Owners through which the Owners will manage and regulate the project has been formed and has enacted By-Laws pursuant to Chapter 183A. The name of the Association is "Roper Estates Condominium Association". Until the earlier of:

(i) 4 months after 75% of the Units in the Condominium have been conveyed to Unit purchasers, or

(ii) 18 months after the first Unit has been conveyed, Declarant, or representatives of the Declarant, shall be entitled to elect all the Directors. The Declarant shall have the option, at any prior time, to relinquish said right.

The original Board of Directors of the Association shall be

- (1) Sumner Gladstone
- (2) Jay Gladstone
- (3) Gary Gladstone

By-Laws of the Association have been adopted and are in the form annexed hereto as Appendix C, same having been enacted pursuant to the Act.

Said Association's duties and powers are set forth in said By-Laws, this Master Deed, and all governing statutes, together with such other powers and duties as may be reasonably implied to effect the purposes of the Association and this Master Deed and said By-Laws, the provisions of this Master Deed shall prevail and the Unit Owners, by acceptance of a Unit Deed, covenant to vote in favor of amendments to such By-Laws or Articles of Organization to remove any such conflict.

The Association powers and duties shall be exercised pursuant to the By-Laws and its Articles of Organization including, but not limited to, those rights and duties of said Association which are granted under the provisions of this Master Deed.

3. Unit Values and Related Percentages.

The percentage of undivided interest in the Common Area appertaining to each Unit in the Roper Estates Condominium are set forth in Appendix B hereto. Said percentages have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all Units on this date. Such percentages may not be changed or amended except with the unanimous consent of the Owners of all the Units as provided elsewhere in the Master Deed. There shall appertain to each Unit in the Condominium for voting purposes in connection with meetings of Roper Estates Condominium Association; that number of votes which is equal to the aforementioned percentages for such Unit. Where a particular Unit is owned by more than one person, said Owners may not divide the number of votes as a whole. Assessments for Common Expenses by the Association against Owners, pursuant to this Master Deed and the By-Laws, shall be allocated to the Owners of the Units according to the aforesaid percentages.

Such percentage interest shall appertain until the filing of an amendment to this Master Deed as hereinafter provided. Upon the filing of the amendment creating Phase 2 of Roper Estates Condominium and thereafter (provided same is filed prior to the filing of an amendment creating Phases 3 and 4) the proportionate interest appertaining to each Unit in the Condominium shall be as set forth under the phrase "PROPORTIONATE INTEREST PERCENTAGE -- PHASES 1 AND 2" on said Appendix B.

Upon the filing of the amendment creating Phase 3 of Roper Estates Condominium and thereafter (provided same is filed after the filing of an amendment creating Phase 2 and prior to the filing of an amendment creating Phase 4) the proportionate interest appertaining to each Unit in the said Condominium shall be as set forth under the phrase "PROPORTIONATE INTEREST PERCENTAGE -- PHASES 1, 2, AND 3" on said Appendix B.

Upon filing of the amendment creating Phase 4 of Roper Estates Condominium and thereafter, provided same is filed after the filing of the amendment(s) creating Phases 2 and 3 of the Condominium, the proportionate interest appertaining to each Unit in the said Condominium shall be as set forth under the phrase "PROPORTIONATE INTEREST PERCENTAGE -- PHASES 1, 2, 3 AND 4" on said Appendix B.

In the event the Master Deed is not amended as herein provided to create Phase 2, and/or Phase 3 and/or Phase 4 on or before December 31, 1987, then on that date, the land with all improvements and buildings thereon, as shown on the Condominium Site Plan, "Roper Estates Condominium - Phases 2, 3 and 4" (having been filed herewith)

and which have not theretofore been submitted to Roper Estates Condominium by amendment or amendments as herein provided, shall become part of the Common Areas and Facilities of Phase 1 and such other Phases as have been theretofore submitted pursuant hereto and as hereinabove defined and all rights of Declarant with respect to creating additional condominium units other than those theretofore created in the said Phase 2 property and/or said Phase 3 property and/or said Phase 4 property (all so-called) shall cease and end.

4. Extent of Ownership and Possession by Owner.

Subject to the provisions of this Master Deed, each Owner shall be entitled to exclusive ownership and possession of his Unit. No Owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames bounding his Unit, nor any Common Area located within his Unit, except as a tenant in common with other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right, at his own expense, to paint, repaint, tile, wax, paper or otherwise re-finish and decorate the inner surfaces of the walls, floors, ceilings, window frames, doors and door frames bounding his Unit.

Nothing contained in this Article 4. shall serve to avoid the obligation of an Unit Owner to repair, maintain and replace facilities and equipment which are Common Area to which he has an exclusive easement, as provided in Article 2. (h) of this Master Deed or as provided in the By-Laws, including but not limited to ARTICLE VIII thereof.

Each Owner shall own an undivided interest in the Common Area in the percentage expressed in Appendix B hereto. The percentages as set forth in this Article applicable to Phase 1 only shall appertain until the filing of an amendment or amendments creating Phase 2 and/or Phase 3 and/or Phase 4, after which time the percentages as set forth in Appendix B applicable to the Phase(s) that have then been submitted shall appertain. No such percentage shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Master Deed, each Owner shall have an easement in common with other Owners to use the Common Area, excepting Common Area to which an individual Unit Owner may have an exclusive easement, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other Owners.

Said easement in common shall include without limitation the right of each Owner to use all pipes, ducts, flues, cables, conduits, public utility lines and other Common Area located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the other Owners to use the pipes, wires, ducts, flues, cables,

conduits, public utility lines and other Common Area serving such other Units and located in such Unit. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit or Common Area to which an individual Unit Owner may have an exclusive easement to inspect the same, to remove violations therefrom or construction for which the Board is responsible. The Association shall also have the irrevocable right to be reasonably exercised by the Board or its agents, or by any two or more members (Owners) acting as a group, to enter any Unit or Common Area to which an individual Unit Owner may have an exclusive easement for the purpose of making emergency repairs necessary to prevent damage to other parts of the Roper Estates Condominium. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby or expense in connection therewith shall be repaired or satisfied by the Association out of the Common Expense fund, unless such emergency repairs are necessitated by the negligence of one or more Owners, in which case the negligent Owner or Owners shall bear the expense of such repairs.

The provisions of this Master Deed and the By-Laws, which are a part hereof, except as they may be specifically limited in applicability to Phase 1 of Roper Estates Condominium, shall, from and after the filing of any amendment or amendments creating Phase 2 and/or Phase 3 and/or Phase 4 thereof, be applicable to all such lands including all buildings and Units thereon and all Common Area (as herein defined) hereby submitted as a part of Roper Estates Condominium pursuant to the Act and this Master Deed.

5. Acquisition of Units by Roper Estates Condominium Association.

In the event: (a) any Owner shall surrender his Unit; (b) the Association shall purchase or lease from any Owner, who has elected to sell or lease the same, a Unit pursuant to Article IX of the By-Laws; (c) the Association shall purchase, at a foreclosure or other judicial sale with regard to the lien for Common Expenses or any other lien, a Unit; or (d) the Association shall purchase a Unit for use by a resident manager, then, in any of such events, title to any such Condominium Unit shall be acquired and held by the Board of Directors, or its designee, on behalf of all Owners, in proportion to their respective common interest.

Any instrument signed by any one member of the Board at any time or the members of the Board as they may appear of record, and which is duly attested as the act of the Association may be relied upon by all Unit Owners, mortgagees and other parties as conclusively establishing that such instrument was the free act of Roper Estates Condominium Association, and shall be binding upon the said Association. No purchaser, mortgagee, lender or other person dealing with the Board, as they appear on record, shall be bound to ascertain or inquire further as to

the persons implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Board and of any changes therein all as provided in Article III of the By-Laws.

6. Units Subject to Master Deed, Condominium Deed, By-Laws and Condominium Rules.

All present and future Owners, tenants, visitors, and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the deed by which Declarant makes its initial conveyance of the Unit and the By-Laws, as they may be amended from time to time (the "Documents"), and the items affecting the title to Roper Estates Condominium as set forth in Appendix A-1 hereto. The acceptance of a deed, lease or other documents of conveyance of, or the entering into, occupancy of, any Unit shall constitute an agreement that (a) the provisions of the Documents and the said items affecting title to the Condominium area accepted and ratified by such Owner, tenant, visitor 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, interest or estate in such Units, as though such provisions were recited or stipulated at length in each and every deed, lease or other document of conveyance thereof including instruments or documents executed pursuant to Declarant's rights (as reserved hereinabove) to amend this Master Deed to create Phase 2 and/or Phase 3 and/or Phase 4; and (b) a violation of any of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

7. Secondary Market Requirements.

It is the intention of the Declarant that Roper Estates Condominium conform to and comply with Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary elsewhere in the Condominium Constituent Documents contained.

(a) Definitions:

"Owners' Association" shall mean Roper Estates Condominium Association, and reference thereto in this section shall be deemed to include those persons appointed or elected to manage or direct said Association.

"Condominium Constituent Documents" shall mean this Master Deed and any By-Laws and any rules and regulations promulgated pursuant thereto.

"Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Unit who have requested the Owners' Association to notify them on any proposed action that



requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

(b) FNMA Provisions:

(i) Availability of Condominium Constituent Documents.

The Owners' Association shall have current copies of the Condominium Constituent Documents as well as its own books, records and financial statements available for inspection by unit owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium. Such documents shall be available during normal business hours or under other reasonable circumstances.

In addition, the Owners' Association shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for it.

(ii) Amendments to Condominium Constituent Documents.

The Unit Owners shall have the right to amend the Condominium Constituent Documents as elsewhere provided. Eligible Mortgage Holders also shall have the right to join in the decision making about certain amendments to the Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by Unit Owners representing at least two-thirds (2/3) of the total allocated votes in the Owners' Association, unless a higher percentage is required elsewhere in the Condominium Constituent Documents or by the Act, only if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following shall be considered as "material":

- voting rights;
- assessments, assessment liens, or subordination of assessment liens;
- reserves for maintenance and repairs;
- reallocation of interests in the areas, or rights to their use;
- boundaries of any unit;
- convertibility of units into common areas or vice versa;
- expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

- insurance or fidelity bonds;
- leasing of Units;
- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit, which shall also require the affected Unit Owner's consent;
- a decision by the Owner's Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;
- any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property shall require the assent of Eligible Mortgage Holders representing at least two-thirds (2/3) of the votes of the mortgaged Units.

If an addition or amendment is not considered as a material change (such as the correction of a technical error or the clarification of a statement) Eligible Mortgage Holder approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

(iii) Rights of Eligible Mortgage Holders.

The holder, insurer or guarantor of the mortgage on any unit in the Condominium shall be entitled to timely written notice of the following:

- any condemnation or casualty loss that affect either a material portion of the Condominium or the Unit securing its mortgage;
- any sixty day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

- any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(c) FHLMC Provisions:

(i) Rights of Mortgagees upon Foreclosure.

Any first mortgagee which obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

(ii) Rights of Mortgagees upon Condemnation or Destruction of Condominium.

In case of condemnation or substantial loss to the Units and or Common Areas of the Condominium, and where all the requirements of the Act as to Unit Owners' approval have been met, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), of the individual Condominium Units have given their prior written approval, the Owners' Association shall not be entitled to:

- by act or omission, seek to abandon or terminate the Condominium;
- change the pro rate interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or (ii) determining the pro rate share of ownership or each Condominium Unit in the common elements;
- partition or subdivide any Condominium Unit;
- by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);
- use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(iii) Rights of Mortgagees Regarding Liens upon Units.

Consistent with Massachusetts law, all taxes, assessments and charges which may become liens superior to

the first mortgage under local law shall relate to the individual Condominium Units and not to the condominium project as a whole.

No Unit Owner, or any other party, shall have priority over any rights of the first mortgagee of the Condominium 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 Condominium Units and/or common elements.

A first mortgagee, upon request, will be entitled to written notification from the Owners' Association of any default in the performance by the individual Unit Owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.

(d) Conflict Between FNMA and FHLMC Provisions:

In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

8. Waiver.

The failure to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Master Deed, or of the other Documents, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Board of Directors, or its agent, of any assessment from an Owner with the knowledge of the breach of any covenant by the Board, or its agent, of any provision hereof shall not be deemed a waiver of such breach, and no waiver by the Board, or its agent, of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by the Board or said agent.

9. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect, in any manner, the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue