

COPY

BOOK 5944 PAGE 457

57642

COPY

KIMBALL TOWERS RESIDENTIAL CONDOMINIUM
Springfield, Massachusetts

MASTER DEED

TABLE OF CONTENTS

	<u>Page</u>
Submission Statement.....	2
1. Name of Condominium.....	2
2. Description of Land.....	2
3.(a) Description of Building.....	2
(b) Building Materials; Units.....	3
4. Description and Identification of Units.....	4
5.(a) Description of the Common Elements.....	4
(b) Shared Elements.....	12
6. Floor Plans and Site Plan.....	13
7. Use of Units; Restrictions on Use.....	13
8. Organization of Unit Owners.....	16
9. Amendment of Master Deed.....	17
10. Determination of Percentage Interest in Common Elements.....	18
11. Encroachments.....	18
12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines Located Inside of Units.....	18
13. Acquisition of Units by Condominium Association.....	19
14. Units Subject to Master Deed, By-Laws and Unit Deed.....	19
15. Invalidity.....	20
16. Waiver.....	20
17. Captions.....	20
18. The Condominium Law (Massachusetts General Laws Chapter 183A) Governs.....	20
19. Limitation on Liability of Sponsor.....	20
20. Sponsor's Additional Rights; Assignment of Sponsor's Rights.....	20
21. Definitions.....	21
22. Certain Additional Rights of First Mortgagees.....	22
23. Special Amendment.....	26

KIMBALL TOWERS RESIDENTIAL CONDOMINIUM
Springfield, MassachusettsMASTER DEED

NEIL ZAIS and STEVEN J. WATCHMAKER, as Trustees of Kimball Towers Realty Trust under Declaration of Trust dated July 2, 1984, recorded with Hampden County Registry of Deeds in Book 5645, Page 308, and not individually (hereinafter called the "Sponsor"), being the sole owner of the land located in Springfield, Hampden County, Massachusetts, described in Paragraph 2 below, do hereby, by duly executing and recording this Master Deed, submit said land, and all easements, rights, and appurtenances belonging thereto (herein, together with said land, called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (the "Condominium Law"). Sponsor proposes to create, and does hereby create with respect to said Property, a condominium governed by and subject to the provisions of the Condominium Law.

1. Name of Condominium. The condominium is to be known as Kimball Towers Residential Condominium (the "Condominium").

2. Description of Land. The land of the Condominium is situated in Springfield, Hampden County, Massachusetts, is addressed as and generally known as 140 Bridge Street and 415 Chestnut Street and is more particularly described in Exhibit A attached hereto and made a part hereof.

3. (a) Description of Building. There is, on the land described in Exhibit A, one building (the "Building") with basement. The Building in its main portion and in the portion located at the intersection of Hillman Street and Davis Court (herein called the "Hillman-Davis Section") presently consists of eleven floors, to wit, the basement level, a ground floor level, first floor level with mezzanine, seven floors (referred to herein as the second through eighth floors respectively) and a penthouse floor level, in that order; and in the portion located at the intersection of Hillman Street and Chestnut Street (herein called the "Hillman-Chestnut Section") presently consists of a partial basement, the ground floor level, and first floor level with mezzanine.

There is being recorded concurrently herewith a Master Deed and condominium by-laws establishing the "Kimball Towers Commercial Condominium" within certain portions of the Building which are more particularly described in said Kimball Towers Commercial Condominium Master Deed and which are generally described as the space and all building elements as shown on the "Plans" (described in Section 6 hereof) located in the main section of the Building meaning those portions of the Building

other than the Hillman-Davis Section and the Hillman-Chestnut Section: (i) above the plane of the lowermost unfinished surfaces of the ground floor level sub-flooring, (ii) below the lowermost unfinished surface of the second floor (i.e. the floor above the mezzanine level) ceiling, and (iii) within the interior unfinished surfaces of the exterior building walls of the main portion of the Building between the aforesaid horizontal boundaries described in clauses (i) and (ii) immediately above, except for those portions included within said boundaries which are part of or included within this Kimball Towers Residential Condominium.

The Sponsor has reserved and granted in this Master Deed an easement on the land described in Exhibit A and in, on and in respect to the Building for the benefit of the Kimball Towers Commercial Condominium for the recording of the Master Deed and by-laws which establish said Kimball Towers Commercial Condominium and its organization of unit owners, and for the continuance of the Kimball Towers Commercial Condominium and the units, common areas and facilities and improvements thereof, including, without limitation, a right of lateral and vertical support at the locations of the exterior building walls of the Building for the use and benefit of the Kimball Buisness Condominium; rights on, upon and over the land described in Exhibit A hereto, and all portions of this Condominium for purposes of access, ingress and egress to and from and between all portions of the Kimball Towers Commercial Condominium and other portions thereof and to public streets and ways or common facilities used by this Condominium and the Kimball Towers Commercial Condominium (including the basement level and within the basement level for all purposes incident to the continuance, improvement, repair, use or enjoyment of the Kimball Towers Commercial Condominium and the units thereof); rights to use, alter, modify, benefit from, and enjoy the land described in Exhibit A and the Building, and all structural members, common areas and facilities, central installations of utilities and other services; and such other rights and easements as are specified and provided for herein or in the Master Deed of Kimball Towers Commercial Condominium recorded herewith.

(b) Building Materials; Units. The Building is made of steel and concrete construction with tar and gravel roof. The interior of the Building is built with members of wood and metal with lathe and plaster or gypsum board walls. The Building is heated by an oil-fired boiler located in the basement.

The Condominium consists of one hundred and thirty-one (131) units (the "Units") of which a total of ten (10) Units are located in the Hillman-Davis Section and Hillman-Chestnut Section. There are seventeen (17) Units on each of the second

through eighth floor levels of the main section of the Building, and there are two (2) Units on the penthouse floor level.

The Building and the Units are shown on the site plan and floor plans referred to in Paragraph 6 below (herein called the "Plans").

4.(a) Description and Identification of Units. A designation of each Unit, a statement of its location in the Building, the number of rooms in each Unit, the immediate common area to which the Unit has access, its approximate area and its proportionate interest in the common areas and facilities of the Condominium (the "Common Elements") is contained in Exhibit B attached hereto and made a part hereof.

Each Unit is enclosed by the intersection of the vertical Unit boundaries and the lower and upper Unit boundaries described below:

- (1) Vertical Unit Boundaries: the vertical planes of the innermost unfinished surfaces of the exterior walls of the Building and the vertical planes of the innermost unfinished surfaces of the interior walls dividing the Unit from the "Common Elements" (as hereafter defined) or other Units, as the case may be and in such cases in which the Unit boundaries according to the Plans are bounding lines and not interior walls constructed as of the date hereof, the vertical Unit boundary shall be said Unit boundary line for such Unit as located on the Plans, extended vertically to intersection with the lower and upper unit boundaries;
- (2) Lower and Upper Unit Boundaries: the lower Unit boundary is the uppermost face of the sub-flooring of the Unit and the upper Unit boundary is the horizontal plane of the Unit ceiling.

Included within each Unit are the windows (including all glass panes) and doors which open from a Unit, and the portions of the window frames and sashes and door frames appurtenant to such windows and doors, respectively, but located beyond the boundaries of the Unit except for the exterior surfaces thereof, which are part of the common area and facilities of the Condominium. In the course of any maintenance or repair of the window and door frames located beyond the boundaries of a Unit, the owner of the Unit ("Unit Owner") shall have the right to affect the exterior surfaces thereof, provided, however, said exterior surfaces, upon completion of such maintenance and repair, shall be put back in the same condition as existed prior to said maintenance and repair by said Unit Owner.

5.(a) Description of the Common Elements. The common areas and facilities of the Condominium (the "Common Elements") consist of all portions of this Condominium which are not part

of the Kimball Towers Commercial Condominium or included within or as part of any Unit of this Condominium, including, without limitation, the following to the extent the same may exist from time to time, subject to the easements, reserved, granted or provided for herein:

- (1) The land described in Exhibit A, together with and subject to all rights, easements, benefits, obligations and burdens appurtenant thereto, including the easements set forth the Master Deed of the Kimball Towers Commercial Condominium and herein, and all lawns, landscaping, walkways, passageways, driveways and other improved or unimproved areas on the land described in Exhibit A hereto, provided, however, that there is hereby reserved and granted: (a) to and for the benefit of Sponsor and the unit owners of Kimball Towers Commercial Condominium and its organization of unit owners, the perpetual right and easement to establish the Kimball Towers Commercial Condominium on the said land and in and within the Building by recording its Master Deed and condominium by-laws herewith (as the same may be hereafter modified, amended or changed) and there is further reserved and granted to the Sponsor and to the unit owners of the Kimball Towers Commercial Condominium and its organization of unit owners, the perpetual right and easement to continue the Kimball Towers Commercial Condominium on the said land and in and within the Building in the space described herein and in the master deed and by-laws establishing the Kimball Towers Commercial Condominium, including an easement in, under, on, over and upon the said land and the Building structure, exterior walls and other Common Elements, subject to the conditions and requirements set forth in this Master Deed for such purposes, and for the construction, reconstruction, alteration and maintenance (but not the enlargement of the exterior boundaries within the Building) of the Kimball Towers Commercial Condominium or any units or other portions thereof. The land and the Building are also subject to a perpetual right and easement for the benefit of the unit owners of the Kimball Towers Commercial Condominium and its organization of Unit owners, to enter in, on, upon, over, and across and to use all commonly used sidewalks, walkways, driveways, alleys, and passageways located on the said land, and all lobbies, halls, public bathroom or restroom facilities, passenger elevators and service elevators and equipment, all corridors, fire escapes, stairs and stairwells, landings and foyers, Building entry ways and doors ramps, and other facilities for purpose of providing access to and ingress and egress to and from

and between any portions of the Kimball Towers Commercial Condominium and other portions thereof, and to and from and between any portion of the Kimball Towers Commercial Condominium and public streets and ways and to and from said Kimball Towers Commercial Condominium and the basement of the Building. All lobbies, entry ways, doors, windows, public stairs, landings, halls and corridors, elevators and elevator cabs, flooring coverings and carpeting, hallways, restroom facilities, and all lamps, tables, chairs, rugs, and other furniture, and all windows and other glass in public doors and lobbies, and all lighting equipment, draperies and window treatments, wherever located on the ground floor, first floor or mezzanine portions of the Common Elements are herein called collectively the "Lobby"; provided however, that all or any part of the common areas and facilities located on the ground floor of the Hillman-Davis Section of the Building located between Units G-1 and G-2 of this Condominium and identified on the Plans as the "Removal Parcel", shall be removed from the common areas and facilities of this Condominium and the Lobby, and included within and made a part of the unit space of either Unit G-1 or G-2, or both, upon the recordation with the Hampden Registry of Deeds of an instrument executed by all of the owners of said Units stating and intention to include portions thereof within either or both of said Units, as shown on a plan to be recorded with said instrument which shall show Units G-1 and G-2 as they shall include the former Removal Parcel, or portions thereof, and those portions of the Removal Parcel, if any, which shall remain part of the common areas and facilities and the Lobby, and upon such recordation, and thereafter, Units G-1 and G-2 shall mean and refer to said Units as shown on the plan recorded as aforesaid;

(2) All portions of the Building, which as that term is used herein includes all portions of the Hillman-Davis Section and of the Hillman-Chestnut Section including without limitation the following portions of the Building:

(a) all portions of the basement of the Building including the basement floor slab and all building foundations and foundation walls and basement walls, and all all boiler, heating, air conditioning, chilling equipment, elevators and elevator equipment, electrical and plumbing apparatus, utility meters, and other equipment located in the basement of the Building or elsewhere in the Building and all related

equipment, machinery and appurtenances supplying utilities or other services to the Kimball Towers Commercial Condominium or to its units (herein collectively called the "Common Equipment") subject, however, to a perpetual right and easement for the use and enjoyment and continued use and enjoyment of all such Common Equipment in favor of Sponsor, and the unit owners of the Kimball Towers Commercial Condominium and the organization of unit owners of the Kimball Towers Commercial Condominium. There is also reserved and granted to the unit owners of the Kimball Towers Commercial Condominium and the unit owners thereof, the additional perpetual easements and rights: (i) to enter into, on, upon and across the Building basement for purposes of installing, maintaining, servicing, replacing and relocating pipes, ducts, conduits, wires, meters and appurtenant equipment, machinery and fixtures in addition to or in substitution of existing lines, wires, conduits, ducts, wires and other equipment, for purposes of delivering or supplying utility services from central installations thereof in the basement to portions of the Kimball Towers Commercial Condominium, and for the measurement of consumption of such utilities or services, provided that all such work is performed by qualified licensed contractors identified in writing to the Board of Managers (the "Board") of the Kimball Towers Homeowners Association (the "Condominium Association"), and (ii) to place building service utility supply or other common service equipment deemed necessary or desirable by the organization of unit owners of the Kimball Towers Commercial Condominium for any unit thereof or for the entire Kimball Towers Commercial Condominium in the Building Service Equipment Room shown on the Plans recorded herewith together with a perpetual easement in order to exercise and fully use and utilize the aforesaid easements, in, on, upon, over and across all basement areas of the Building for all such purposes, including the right to make or construct all necessary and convenient connections of lines, wires and equipment to central busses, central supplies or other installations in the Building serving the portions of the Kimball Towers Commercial Condominium intending to be served thereby, provided only that such equipment shall not be located so as to interfere with passage in the basement or into the Building Service Equipment Room or other portions of the Building;

- (b) All utility lines, conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are used in connection with or incident to said Common Equipment or which serve more than one Unit or other portions of the Common Elements and all such lines, ducts, and other such equipment and facilities, wherever located in the Building, including those contained (i) within any Unit or (ii) within the boundaries of Kimball Towers Commercial Condominium or its units which serve the Common Elements or Units of this Condominium, together with a perpetual easement of access thereto in favor of the "Condominium Association" (hereafter described) for maintenance, repair, and replacement all of which foregoing utility lines and facilities and equipment and a perpetual right and easement for use and enjoyment and the continued use and enjoyment in favor of Sponsor and the unit owners of the Kimball Towers Commercial Condominium and the organization of unit owners of the Kimball Towers Commercial Condominium;
- (c) all exterior walls of the Building and all girders, floor joints, beams, supports, bearing walls and all structural members of the Building, the ground floor level structure below its uppermost sub-flooring and the ceiling of the second floor level (above the mezzanine level) above its lowermost unfinished surfaces together with their structural supporting elements, provided, however, that all walls and structural elements providing support and structural integrity to the Building (herein collectively called the "Supporting Structural Elements") shall, together with the land described in Exhibit A, be subject to a perpetual easement and right of lateral and vertical support for the benefit of the Kimball Towers Commercial Condominium and the units, common areas, and improvements located therein and its organization of unit owners, and provided further that all interior and exterior Building walls bounding the units of the Kimball Towers Commercial Condominium or abutting said units and all Supporting Structural Elements shall be subject to a perpetual easement in favor of the Kimball Towers Commercial Condominium and its unit owners and organization of unit owners to use said walls and Supporting Structural Elements for the support or placement of interior walls, and all

improvements or modifications of or to any said units; for the affixation of equipment, shelvings, cabinets, furnishings, or any other items; for the renovation of any unit including the right to relocate windows, doors and other portions of the said units located in or on said walls or Supporting Structural Elements, and the right to make openings in any floors and ceilings within the Kimball Towers Commercial Condominium in order to connect units or other improvements thereof, or in connection with construction within any unit of the Kimball Towers Commercial Condominium, which rights shall include the right to use and adapt said Supporting Structural Elements in support thereof, provided, however, that no such use of said Supporting Structural Elements shall be made which shall jeopardize, impair or injure said Supporting Structural Elements, and in the case of any such construction or use, not less than five (5) days prior notice thereof specifying the planned construction or use shall be given to the Board. All work affecting said Supporting Structural Elements or interior or exterior Building walls shall be performed in first class manner using high quality materials and qualified workmen.

- (d) all interior walls between a Unit and Common Elements within the Building beyond the innermost unfinished surfaces thereof and interior Building walls between a unit of the Kimball Towers Commercial Condominium and the Common Elements of this Condominium, which interior walls may be used, modified, changed and affected by the owners of the units of the Kimball Towers Commercial Condominium and its organization of unit owners in the same manner and to the same extent as provided in Clause (c) immediately above and in the same conditions as contained therein;
- (e) all public restrooms and bathroom facilities located in the public areas of the first floor of the Building, subject to a perpetual right and easement in favor of the Kimball Towers Commercial Condominium unit owners to have access to and to use the same;
- (f) the roof over the main portion of the Building and the roof over the Hillman-Chestnut Section and over the Hillman-Davis Section and all roof

gutters, flashing, downspouts and related equipment or fixtures and the roof skylight between the Hillman-Chestnut Section and the Hillman-Davis Section (herein called the "Roof"); provided however that Units P-1 and P-2, respectively, shall each have an easement for the exclusive use of the portions of the roof (above the roof surfaces) shown on the Plans as "Reserved Roof Area P-1" and "Reserved Roof Area P-2", respectively (each said Unit P-1 and P-2 having such easements with respect to the Reserved Roof Area bearing its respective unit designation), for use for recreational and other purposes consistent with applicable building and zoning codes and this Master Deed and the By-Laws of the Kimball Towers Homeowners Association recorded herewith, including the right to construct roof decks and other improvements thereon, as approved by the Board of Managers of the Kimball Towers Homeowners Association;

- (3) The portions of the "Proposed Stairway" shown on the Plans on a portion of the ground floor and first floor in the main section of the Building and within the Kimball Towers Commercial Condominium established by its master deed recorded herewith as of the date hereof, upon the recordation by the Board of Managers of the Kimball Towers Homeowners Association of their certificate that the Proposed Stairway area has been enclosed by good and sufficient walls, which certificate shall be recorded with a plan showing the Proposed Stairway as built and in existence on the date of the certificate, together with all walls, stairs, banisters, doors, and other facilities located within said Proposed Stairway area after the recordation of said certificate and plan;
- (4) All other apparatus, and installations existing in the Building for common use or necessary or convenient for the existence, maintenance or safety of the Building subject to an easement for such uses, including repair, maintenance, operation, as may be reasonably necessary to permit the use, occupation and continuance of the Kimball Towers Residential Condominium for its intended uses subject however to a perpetual easement in favor of the Kimball Towers Commercial Condominium and its unit owners and its organization of unit owners for the provision of necessary or convenient utilities or services;
- (5) The air rights above the Building;

- (6) The exterior facade of the portions of the Building within the Condominium (herein called the "Exterior Elements") provided, however, that all of the owners of the Condominium units of the Kimball Towers Commercial Condominium, and their respective tenants, lessees, unit occupants and licensees, and the managing board of the organization of unit owners of the Kimball Towers Commercial Condominium, shall have the exclusive right at any time, and from time to time, to place, erect, install, replace, alter, change, remove, and affix or re-affix (and a corresponding right to maintain, repair, upkeep and continue) on, in, upon, and to any portion of the Exterior Elements (limited, however, to portions of the Exterior Elements below the plane of uppermost floor surfaces of the units of the Residential Condominium located on the second floor of the Building, i.e. the floor above the mezzanine level), signs and posters, of any size, shape, construction, materials, illumination, and content using any method of affixation (meaning, without limitation, that signs which are flat to the exterior of the Building, perpendicular to the Building exterior, at a slant or angle to the Building exterior, etc. shall be permitted), subject, however, to the requirement that no such signs shall be erected or installed unless the same comply with all applicable regulations of the City of Springfield and have been approved in writing by the managing board of the organization of unit owners of the Kimball Towers Commercial Condominium. In no event shall any such sign be placed on the Exterior Elements so as to inhibit access to the Building on the supply of utilities. All such signs shall be repaired, maintained and kept in good and first class order and state of repair by the person or party installing the same, or the owner of the unit of the Kimball Towers Commercial Condominium for whose benefit the sign is installed. Displays, merchandise, signs installed on the interiors of windows and doors, window shades, blinds and all window treatments, and all property, furnishings and equipment and effects located within the units of the Kimball Towers Commercial Condominium and visible from outside the Building shall be permitted, and may not be prohibited, or regulated under this Master Deed, the by-laws of the Kimball Towers Homeowners Association, or the rules and regulations of the Kimball Towers Homeowners Association, or by any other action of the Kimball Towers Homeowners Association or the unit owners of the Condominium. Promptly after the written request from the managing board of the organization of unit owners of the Kimball Towers Commercial

Condominium, the Homeowners Association shall place and maintain in a conspicuous place in Lobby areas of the ground floor and first floor of the Building a roster naming and listing all unit owners and tenants of the Kimball Towers Commercial Condominium, and their location in the Building, and said list shall be kept current by the Homeowners Association in accordance with information provided by the Kimball Towers Commercial Condominium from time to time;

- (7) Such other or additional items listed as common areas and facilities as defined in Chapter 183A and located on the land described in Exhibit A or the Building.

Whenever there is reserved or granted in this Master Deed an easement or right in favor of the Kimball Towers Commercial Condominium or its unit owners or organization of unit owners, said easement shall additionally be in favor of and may be exercised by the Sponsor and said Kimball Towers Commercial Condominium unit owners and unit owners organization and their respective tenants, customers, patrons, employees, officers, contractors, workmen, servicemen, visitors, invitees, unit occupants, and all other persons legally claiming by, through or under any of said benefitted parties. All easements reserved or granted herein to the Kimball Towers Commercial Condominium or its unit owners or organization of unit owners or others shall in each instance be non-exclusive, except as otherwise provided, and shall be used in common with the Kimball Towers Residential Condominium, and its unit owners, and the Homeowners Association, and all those claiming by, through or under them, and all others lawfully entitled thereto.

(b) Shared Elements

The Common Equipment, all Supporting Structural Elements, the Roof, the Lobby, and the Exterior Elements are herein collectively called and referred to as the "Shared Elements" and the Sponsor does hereby declare that the Shared Elements and all passageways, walkways and other access facilities on the land shall at all times be kept in good and serviceable order and condition, and all common passageways, subject to damage by fire, casualty or taking in eminent domain, shall be kept and maintained in neat and orderly appearance and in good and sufficient repair and shall be periodically replaced, renovated and refurbished to such end.

The Condominium Association shall administer, operate, manage and maintain the Shared Elements and may promulgate reasonable rules and regulations of general applicability to

the Unit Owners and the respective unit owners of the Kimball Towers Commercial Condominium as to their use thereof. The Condominium Association shall be responsible and shall pay for for all repair, upkeep, maintenance, and replacement of the Shared Elements to preserve and protect the same as herein required and for the supply of utility services necessary therefor (all of which expenses, together with those expenses which the Condominium Association may incur under the "Shared Element Cost Sharing Agreement" recorded herewith, being herein called the "Shared Element Expenses"). Notwithstanding the obligations imposed hereunder upon the Condominium Association, the Condominium Association shall not be liable to any Unit Owners of the Kimball Towers Commercial Condominium, or its unit owners, for any loss, damage, compensation or expense, or for any inconvenience or annoyance in case the services to be provided by or through the Shared Elements are not provided during breakdowns or during the course of maintenance or repairs or other matters beyond the reasonable control of the Condominium Association. The Condominium Association reserves the right to stop any service or utility system provided by the Common Equipment and the Elements, when necessary by reason of accident or emergency, or until repairs have been completed.

6. Floor Plans and Site Plan. Simultaneously with the recording hereof there has been recorded the Plans, to-wit: (a) a set of the floor plans of the Building, showing the layout, location, unit numbers and dimensions of the Units stating the address of the Building and bearing the verified statement required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions and approximate areas of the Units, as built, prepared by a Massachusetts architect and (b) a site plan of the land described in Exhibit A hereto locating the Building and other improvements thereon prepared by a Massachusetts registered land surveyor.

7. Use of the Units; Restrictions on Use. Subject to the restrictions and provisions hereof, the Units in the main section of the Building (i.e. the portions of the Building not within the Hillman-Davis Sections or the Hillman-Chestnut Section) shall be used solely for residential purposes and as professional offices as a use accessory thereto to the extent permitted from time to time by the Zoning By-Laws of Springfield. The ten (10) Units located in the Hillman-Chestnut Section and Hillman-Davis Section may be used for any residential, office or commercial purpose and any uses accessory thereto permitted from time to time by said Zoning By-law.

Use of the Units may be further restricted as herein set forth and under Sections 9 and 15 of Article VI and Sections 1 and 2 of Article VIII of the "By-Laws" of the Kimball Towers Homeowners Association recorded herewith (the "Condominium Association") and the "Rules and Regulations" thereof, all of which are incorporated herein by this reference.

Notwithstanding the foregoing or anything else contained herein or in the By-Laws, until all of the Units for sale in the ordinary course have been sold by Sponsor, Sponsor may use all unsold Units for sales purposes, including use as one or more Unit model or for other matters related to the sale of Units. Further, Sponsor shall be entitled to (a) install signs or fixtures in the Common Elements and unsold Units incident to sales purposes and (b) allow access, ingress and egress to prospective purchasers and sales staff personnel or other proper parties over and upon the Common Elements, on such days and during such hours as may be determined by Sponsor in its sole discretion to allow inspection and showing of Units owned by Sponsor. The signs, fixtures and other items installed in or upon the Common Elements by Sponsor to facilitate the sale of Units shall not be considered Common Elements, shall remain the property of Sponsor, and shall be removed by Sponsor, at its sole cost and expense, not later than ten (10) days after the date of conveyance of the last Unit in the Condominium held by Sponsor for sale in the ordinary course.

In addition to the foregoing, the use of the Building, the Unit and the Common Elements shall be regulated in accordance with the following provisions:

- (a) The Units and Common Elements shall be used only for purposes consistent with their design;
- (b) Each Unit shall be used only for the purposes permitted hereunder and under the By-Laws and Rules and Regulations, and to such extent as will not overload or interfere with any of the Common Elements or the enjoyment thereof by the owners of other Units;
- (c) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants or the owners and occupants of the Kimball Towers Commercial Condominium or which requires (unless the Board of the Condominium Association, consents thereto as provided in the By-Laws) any alteration of or addition to any Common Elements;

- (d) No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the By-Laws; or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws;
- (e) No unlawful use shall be made of the Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with in connection with the use, construction or occupancy of any Unit. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners, or the Board, as the case may be, whichever shall have the obligation under the By-Laws to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of the violation of any Legal Requirement affecting its Unit or the Property. The Unit Owner shall keep his Unit equipped with all safety devices required under the Legal Requirements from time to time because of the uses being made of the Unit;
- (f) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste or soil lines, vents or flues of the Building which might reasonably be anticipated to cause damage thereto, spread odors to other portions of the Building or otherwise be offensive;
- (g) Each Unit Owner shall keep his Unit in a good state of cleanliness; shall not allow anything to fall from the windows or doors of the Unit, nor sweep or throw from the Unit any dirt or other substance into any of the walls, ventilators or elsewhere in the Building or the Condominium;
- (h) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the exterior of the Building or any Unit (including windows and exterior doors) or any other portion of the Building without the prior written consent of the Board;

- (i) The architectural integrity of the Building and exterior appearance thereof and of the Units shall be preserved without modification, and to that end, no awning, aerials, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or any Unit or any part of either except as permitted under the By-Laws. Unit Owners may decorate and rehabilitate the interior of their respective Units, provided that the foregoing restriction is complied with and all work is performed pursuant hereto and pursuant to the By-Laws;
- (j) All rules and regulations promulgated by the managing board of the Homeowners Association, including those recorded with its by-laws, and all subsequent rules and regulations as applicable to the use, operation and enjoyment of the Building shall be observed and complied with by the Unit Owners of the Condominium.

The foregoing restrictions shall be for the benefit of all Unit Owners and the Kimball Towers Commercial Condominium and shall be administered on their behalf by the Board and shall be enforceable by any Unit Owners or the Board and by the organization of unit owners of the Kimball Towers Commercial Condominium, and insofar as permitted by law, shall be perpetual. In addition, the restriction prohibiting other than residential use and accessory professional office use as to Units in the main portions of the Building shall be enforceable by the organization of unit owners of the Kimball Towers Commercial Condominium, or by any unit owner of Kimball Towers Commercial Condominium, and to that end may be exercised at such time or times and in such manner as permitted or required by law. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her period of Unit ownership.

8. Organization of Unit Owners. The Kimball Towers Homeowners Association, through which the Unit Owners will manage and regulate the Condominium has been established pursuant to the By-Laws recorded herewith. The Condominium Association is an unincorporated membership association of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest (and voting rights) in proportion to the percentage undivided interest in the Common Elements appurtenant to their respective Units. The names and addresses of the first Board of Managers of the Condominium Association, so designated in the By-Laws, are as follows:

Neil Zais

183 State Street
Boston, Mass. 02109

Steven J. Watchmaker

183 State Street
Boston, Mass. 02109

The respective terms of the members of said first Board of Managers are set forth in the By-Laws.

9. Amendment of Master Deed. This Master Deed may be amended by vote of at least 66.66% in common interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of such a vote, any amendment may be approved in writing by 66.66% in common interest of all Unit Owners (all such written approvals to be made within a period of not more than six months from the date the amendment is first approved by a Unit Owner), provided, however, that no amendment hereto shall be of any force or effect if it shall: (a) change the size of any Unit or its appurtenant percentage of undivided interest in the Common Elements or a Unit's voting rights in the Condominium Association, unless all of the record owners of such Unit and all of the mortgagees of record holding mortgages on such Unit and all lessees of record of such Unit consent thereto in writing; (b) abrogate, cancel or modify any of Sponsor's rights or reserved rights described herein or in the By-Laws, unless Sponsor consents thereto in writing; (c) affect any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company unless the same has been assented to by the holder of such mortgage and no amendment of Paragraph 22 hereof shall be effective without the prior written consent of one hundred percent of the "first mortgagees" as defined in said Paragraph 22 of the Units; (d) alter this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Condominium Law; and (e) abrogate any management agreement between the Board and a managing agent. Notwithstanding anything to the contrary contained herein, none of the rights, privileges, easements or benefits granted herein to the Kimball Towers Commercial Condominium or the unit owners thereof or its organization of unit owners, nor any of the obligations, covenants, duties and responsibilities of the Condominium Association with respect to the operation, management, maintenance and repair of the Shared Elements or with respect to the Shared Element Expenses contained herein shall be amended, modified, changed or altered without in each instance, obtaining all of the following: (a) the written consent of the managing board of the organization of unit owners established for the Kimball Towers Commercial Condominium and (b) the written approval of the owners of not less than 75% in common interest of the units of the Kimball Towers Commercial Condominium, and (c) the written consent of the holders of 100% of the first mortgages covering each of the units of the Kimball Towers Commercial Condominium.

No amendment shall be effective until said amendment or a certificate thereof signed and acknowledged by the Clerk of the Condominium Association shall have been duly recorded with the said Hampden Registry of Deeds.

10. Determination of Percentage in Common Elements. The percentages of interest of the respective Units in the Common Elements as set forth in Exhibit B hereto have been determined upon 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 the Units on this date.

11. Encroachments. If any portion of the Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or the common areas and facilities of the Kimball Towers Commercial Condominium as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made in accordance with the Master Deed or By-Laws, or (c) repair or restoration of the Building or a Unit after damage by fire or other casualty or after a taking by reason of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for maintenance to the extent of and for the duration of such encroachment.

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines Located Inside of Units. Each Unit Owner and the Condominium Association and the Kimball Towers Commercial Condominium and its unit owners and organization of unit owners shall have an easement in common with the owners of all other Units for use and repair of all pipes, wires, ducts, flues, cables, conduits and public utility lines within the Common Elements or in any of the Units of the Condominium serving his Unit and the Common Elements or his Unit in common with other Units. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Condominium Association and the Kimball Towers Commercial Condominium and its unit owners and organization of unit owners for use and repair of pipes, wires, ducts, flues, cables, conduits and public utility lines serving such Unit together with the Common Elements or such other Units and located in such other Units. The use and repair rights hereabove described shall be reasonably exercised so as to minimize interferences with the use and occupancy of the Units and Common Elements subject to said easement rights and the party exercising said rights shall repair and restore any loss or damage to any Unit (including the personal property and equipment contained in said Unit) or to the Common Elements resulting from the exercise of said rights, to the extent the loss or damage is not covered by applicable insurance policies. The Board shall have a right of access to each Unit to inspect the same, and after seven (7) days written notice (or immediately in the case of emergency) maintain, repair or

replace the Common Elements contained therein or elsewhere in the Building.

13. Acquisition of Units by Condominium Association. In the event: (a) any Unit Owner shall surrender or convey his Unit to the Board, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Unit acquired by the Board or their designee on behalf of all Unit Owners or proceeds of a sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium; (iv) all easement of exclusive use of common areas and facilities appurtenant to said Unit; (v) membership rights of said Unit in the Condominium Association (items (i) through (v), inclusive, immediately above being hereinafter collectively called the "Appurtenant Interests"); or (b) the Board shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, then title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners in proportion to their respective interests in the Common Elements. The Board may lease said Unit on behalf of the Unit Owners and all income from said rental shall be owned by the Unit Owners according to their respective interests in the Common Elements, said income to be distributed to the Unit Owners or applied in payment of the Common Expenses of the Condominium as the Board may determine. Any portion of the Common Expenses chargeable to the Unit acquired by the Board shall be included in the Common Expenses of the Condominium and shall be assessed to and paid by the other Unit Owners in proportion to their respective interests in the Common Elements.

Notwithstanding anything contained herein or in the By-Laws to the contrary, the Board shall not be empowered to purchase any Unit of the Condominium, unless so required under the Condominium Law, or other applicable laws, without first obtaining the written consent of the owners of one-hundred percent in interest of the common areas and facilities of the Condominium. The foregoing shall apply whether the Board intends to take title in its own name, or in the name of an agent or nominee.

14. Units Subject to Master Deed, By-Laws and Unit Deed. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws of the Condominium Association, and the Rules and Regulations (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate

in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owners.

15. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or affect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

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

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

18. The Condominium Law Governs. The Units and the Common Elements, the Unit Owners and the members of the Board of the Condominium Association, shall have the benefit of and be subject to the provisions of the Condominium Law 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 By-Laws set forth therein, shall be governed by provisions of the Condominium Law in their 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 the Condominium Law. Should any provision of this Master Deed be in conflict with the Condominium Law, the terms of the Condominium Law shall govern.

19. Limitation of Liability of Sponsor. No trustee, and no beneficiary of Kimball Towers Realty Trust, individually, shall be personally liable for the observance or performance of Sponsor's obligations hereunder, all such liability being limited to the trust estate of said trust.

20. Sponsor's Additional Rights; Assignment of Sponsor's Rights. In addition to all other rights of Sponsor hereunder, Sponsor reserves unto itself, its workmen, servants, contractors and work crews, the following rights for a period not to exceed three years from date, or until Sponsor conveys all of the Units of the Condominium and all units of the Kimball Towers

Commercial Condominium to third-party purchasers, whichever first occurs: access, ingress and egress over and upon the Common Elements (excepting portions thereof, if any, as to which any Unit has been granted exclusive use rights), as necessary to facilitate work of reconstruction, rehabilitation, improvement to the Units and Common Elements and other work in progress or contemplated by Sponsor in the Building and in the Kimball Towers Commercial Condominium, provided that all such work shall take place during normal working hours; the right to store construction materials, equipment and supplies on the land described in Exhibit A and to use and operate machine tools on the land described in Exhibit A and in the Building; to restrict (for periods of not more than 6 hours at any time during any one day) the use by Unit Owners of common hallways, corridors, basement areas, and other Common Elements to facilitate construction or for purposes of safety (provided, of course, that no Unit Owner shall be denied at least one means of access to his Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements from time to time provided the same do not endanger safety and provided Sponsor removes all such debris as soon as reasonably practical (all debris shall be completely removed by Sponsor when work in each area under improvement is completed, and such areas shall be cleaned up and put in neat order and condition and repaired as necessary); to interrupt for brief intervals of time not exceeding three hours during daylight hours, water, electric and other utilities when necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Elements under construction, provided that in each such instance of interruption, Sponsor shall diligently attempt to give all occupants of the Units such advance notice as practical under the circumstances); to park vehicles used in connection with the construction work or incident thereto on vacant portions of the land; all such other rights as the Sponsor may deem reasonably necessary to complete construction of the Units and/or the Common Elements provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Sponsor, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights in this Master Deed and in the By-Laws, all of which said reserved rights of Sponsor in the By-Laws are incorporated herein by this reference, at any time (including the Condominium Association), and from time to time, to any person, trust, firm or entity as may be determined by Sponsor.

21. Definitions. All terms and expressions used in this Master Deed which are defined in the Condominium Law shall have the same meanings here unless the context otherwise requires.

22. Certain Additional Rights of First Mortgagees.
Notwithstanding anything to the contrary elsewhere contained in the Master Deed and/or the By-Laws, the Sponsor and Unit Owners hereby agree:

(a) Any holder of a first mortgage covering any Unit (herein called a "first mortgagee") who obtains title to a Unit pursuant to the remedies provided in the mortgage or by reason of foreclosure of the mortgage covering said Unit will not be liable for such Unit's unpaid dues or "Common Charges" (as defined in the By-Laws) or other liabilities to the Condominium Association which accrue prior to the acquisition of title to such Unit by the first mortgagee.

(b) Except as provided by the Condominium Law or other applicable statute in case of condemnation or substantial loss to the Unit and/or Common Elements of the Condominium, unless one hundred (100%) percent of the first mortgagees have given their prior written approval, neither the Unit Owners nor the Board of the Condominium Association shall:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) change the prorata interest or obligations of any Unit for the purpose of: (x) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (y) determining the prorata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements or Units by the Condominium Association shall not be deemed a transfer within the meaning of this clause);

(v) 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;

(vi) perform any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with the Master Deed, the floor plans and site plans recorded herewith, and the original construction plans and specifications;

(vii) reallocate or reapportion interests in the Common Elements appurtenant to the Units following partial condemnation or partial destruction or otherwise;

(viii) make any decision to establish self-management after professional management of the Condominium required by any first mortgagee has been in effect;

(ix) amend or add any material provisions of the Master Deed or By-Laws which provide for, govern or regulate any of the following, without the prior written approval of first mortgagees holding mortgages covering units owning not less than one-hundred (100%) percent in common interest:

- A. Voting rights appurtenant to the Units;
- B. Assessments, assessment liens or subordination of such liens;
- C. Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);
- D. Insurance or Fidelity Bonds;
- E. Rights to use Common Elements;
- F. Responsibility for maintenance and repair of the several portions of the Condominium;
- G. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- H. Convertibility of Units into Common Elements or of Common Elements into Units;
- I. Decision of the Board of Managers to establish self management when professional management has been previously required by a first mortgagee;
- J. Restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard in a manner other than as specified in this Master Deed and the By-Laws;
- K. Leasing of Units;

- L. Imposition of any right of first refusal or similar restrictions on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit.

Any first mortgagee that does not deliver or give to the board a negative response within thirty (30) days of a written request by the Board for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or amendment set forth in such request. An affidavit by the Board making reference to this section, when recorded at the Registry of Deeds in which this Master Deed is recorded, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the By-Laws;

(x) Amend, alter or otherwise change any rights of (or provisions which are for the express benefit of) first mortgagees or other mortgage holders set forth in this Master Deed or in the By-Laws;

(c) No provision of this Master Deed shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements;

(d) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed and the By-Laws, such right of first refusal shall not impair the rights of a first mortgagee to:

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

(ii) accept a deed in lieu of foreclosure (or assignment in lieu of foreclosure) in the event of default under the mortgage held by the first mortgagee; or

(iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (i) and (ii) without regard to said first refusal right.

Any person or party taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed and the By-Laws;

(e) Condominium Common Charges shall include an adequate (as determined by the Board) reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund or reserve fund shall be established and will contain an amount equivalent to not less than two months' Common Charges for each Unit (as adjusted annually by the Board). As to any Units owned by Sponsor and not conveyed to third-party purchasers within 60 days after the recording of the Master Deed, Sponsor shall contribute to the working capital fund an amount equivalent to two-months' Common Charges applicable to such Unit. Amounts paid into this fund shall not be nor considered to be advance payments of Common Charge assessments;

(f) A first mortgagee, upon written request to the Board identifying itself and giving its address and the identity of the Unit covered by its mortgage, will be entitled to timely written notification from the Board of: (i) any default in the performance by the Unit Owner of a Unit covered by its mortgage of any obligation under the Documents including payment of Common Charges which is not cured within sixty (60) days of the date said performance or payment is due; (ii) all meetings of the Unit Owners, (and any first mortgagee shall be entitled to designate a representative to attend such meetings); (iii) any material amendments to the Master Deed or By-Laws. In addition, any first mortgagee, promptly after written request, shall receive free of charge copies of all financial statements, whether or not audited, required to be prepared under the By-Laws;

(g) A first mortgagee, upon written request to the Board, shall be entitled to timely written notification from the Board of: (i) any condemnation loss or casualty loss which affects a material portion of the Condominium or the Unit covered by the mortgage held by such first mortgagee; (ii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Board; and (iii) any proposed meeting of the Unit Owner in which action is proposed as to which the consent of any first mortgagee is required hereunder;

Sponsor intends that the provisions of this Section 22 shall comply with the requirements of the "Secondary Mortgage Market Entities", defined below, with respect to condominium mortgage loans and, except as otherwise required by the provisions of the Condominium Law, all disputes, questions, controversies and other matters with respect thereto shall be resolved consistent with the intention of so complying and of qualifying the mortgages of Units in the Condominium for sale, transfer or assignment to said entities.

23. Special Amendment. Notwithstanding anything herein or in the By-Laws to the contrary, Sponsor reserves the right and power to enact and record with the Hampden Registry of Deeds, in which this Master Deed is recorded, one or more special amendments ("Special Amendment") to this Master Deed and/or the By-Laws, at any time and from time to time which amends this Master Deed or the By-Laws: (i) to comply with requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities (herein called the "Secondary Mortgage Market Entities"); (ii) to induce any of such Secondary Mortgage Market Entities to make, purchase, sell, insure, or guarantee first mortgages covering ownership of any Units in this Condominium; (iii) to bring this Master Deed and By-Laws into compliance with the Condominium Law; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the By-Laws; provided, however, no such amendments which if enacted pursuant to Section 9 hereof would require the consent of the managing board of the Kimball Towers Commercial Condominium organization of unit owners, or its unit owners or its unit mortgagees, shall be effective unless approved, ratified or consented to by such parties as in said Section 9 provided. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Sponsor to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Sponsor to vote in favor of, make, execute and record Special Amendments. The right of the Sponsor to act pursuant to rights reserved or granted under this Section shall automatically be deemed to have been assigned by Sponsor (without further written confirmation, act or deed) to the Board at such time as the Sponsor ceases holding title to one (1) Unit in the Condominium, unless a prior assignment of such rights has been made by Sponsor.

EXHIBIT A
TO MASTER DEED

The land in Springfield, Hampden County, Commonwealth of Massachusetts, with the buildings thereon now known as the Kimball Towers, in two parcels, bounded and described as follows:

FIRST PARCEL

BEGINNING at the intersection of the northwesterly line of Hillman Street and the southwesterly line of Chestnut Street, and

Running thence southwesterly along Hillman Street, one hundred sixty-seven and 43/100 (167.43) feet to Davis Court;

Thence turning by an interior angle of $86^{\circ}43'20''$ and running northwesterly along Davis Court, fifty-seven and 32/100 (57.32) feet;

Thence continuing northwesterly by an interior angle of $178^{\circ}31'$ along Davis Court, one hundred and 23/100 (100.23) feet to Bridge Street;

Thence turning by an interior angle of $89^{\circ}35'$ and running northeasterly along Bridge Street, one hundred seventy-eight and 5/100 (178.05) feet;

Thence southeasterly by the curve at the intersection of Bridge and Chestnut Streets, seventeen and 12/100 (17.12) feet;

Thence running southeasterly along Chestnut Street, one hundred thirty-two and 31/100 (132.31) feet to the POINT OF BEGINNING, the last described line making an interior angle with the first described line of $103^{\circ}15'$.

SECOND PARCEL

BEGINNING at the intersection of the southeasterly line of Bridge Street and the northeasterly line of Dwight Street, and

Running thence northeasterly along Bridge Street, eighty-three and 73/100 (83.73) feet to Davis Court;

Thence turning by an interior angle of $90^{\circ}16'$ and running southeasterly along Davis Court, one hundred and 24/100 (100.24) feet to land now or formerly of the New England Blue Print Paper Co.;

IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be executed under seal this 31st day of October, 1985.

KIMBALL TOWERS REALTY TRUST

By: [Signature]
Neil Zais, as Trustee
but not individually

By: [Signature]
Steven J. Watchmaker, as Trustee
but not individually

AGREED AND ACCEPTED
Kimball Towers Homeowners Association

By: [Signature]
Neil Zais, Manager

By: [Signature]
Steven J. Watchmaker, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 31, 1985

Then personally appeared the above-named Steven J. Watchmaker, as Trustee of Kimball Towers Realty Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, and the free act and deed of Kimball Towers Realty Trust, before me,

[Signature]
Notary Public
My Commission Expires:

0534C
10/3/85

/DONATHAN B. BREEN, Notary Public
My Commission Expires August 3, 1990



Thence turning by an interior angle $89^{\circ}45'45''$ and running southwesterly along last named lane and along land now or formerly of Raymond White, eighty and 98/100 (80.98) feet to Dwight Street;

Thence turning by an interior angle of $91^{\circ}47'$ and running northwesterly along Dwight Street, one hundred and 36/100 (100.36) feet; to the PLACE OF BEGINNING, the last described line making an interior angle of $88^{\circ}10'15''$ with the first described line.

Being the premises shown on a plan of land entitled "Hotel Kimball Company", drawn by Cobb, Beesley & Miles, Eng., Springfield, Mass., dated November, 1954, and recorded with Hampden County Registry of Deeds, Book of Plans 45, Page 90.

The foregoing premises have as appurtenant thereto all the right, title and interest of the Sponsor in and to Davis Court (designated "Alley" on said plan), Dwight Street, Bridge Street, Chestnut Street and Hillman Street, including all rights and interests above and below the surface of said Davis Court, Dwight Street, Bridge Street, Chestnut Street and Hillman Street.

The foregoing Second Parcel is subject to the terms, conditions, provisions and rights of lessee in a certain long-term lease between Sponsor, as lessor, and Arthur M. Gilman, Trustee of Corner Parcel Trust, as lessee, dated October 31, 1985, covering and affecting said Second Parcel, which said lease is recorded prior hereto.

For Sponsor's title to the foregoing premises see deed to Sponsor dated July 2, 1984 from Kimball Towers Corporation recorded in Hampden Registry of Deeds in Book 5645, Page 311.