

**GORSE MILL STUDIOS CONDOMINIUM
MASTER DEED**

Gorse Mill Studios LLC, a Massachusetts Limited Liability Company with a principal place of business located at 31 Thorpe Road, Needham, Massachusetts (hereinafter referred to as the “Declarant”) being the sole owner, of that certain realty consisting of land located in Needham, Norfolk County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the “Property”), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as “Chapter 183A”), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium.** The name of the condominium created shall be GORSE MILL STUDIOS CONDOMINIUM (hereinafter sometimes referred to as the “Condominium”).

2. **Organization of Unit Owners.** The Trust through which the unit owners (each unit owner referred to herein as the “Unit Owners”) will manage and regulate the Condominium is GORSE MILL STUDIOS CONDOMINIUM TRUST established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the “Trust” and the “Declaration”, respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder, and includes By-Laws which are set forth in said Trust pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant-appointed Trustee thereof is as follows:

Gorse Mill Studios LLC

3. **Description of the Land.** The land portion of the Property comprising the Condominium (the “Land”) is that certain parcel of land situated in Needham, Norfolk County, Massachusetts, described on Exhibit A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force and the rights and easements established herein. The Land is additionally subject to

such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Building and other improvements constituting the Condominium, are shown on the Site Plan recorded herewith (the "Site Plan"). In the event of any discrepancy between Exhibit A and the Site Plan, the Site Plan will prevail and control.

4. Description of the Building. The Building located on the Land and comprising the Condominium (the "Building") is described in Exhibit B attached hereto, including the number of stories, number of units, and principal materials of construction. The location of the Building is shown on the Site Plan.

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. The Condominium is comprised of thirty-four (34) commercial units (each unit hereinafter referred to as a "Unit") whose locations, designations, approximate areas, percentage interests, number of rooms and immediately accessible common areas are set forth in Exhibit C attached hereto and on the plans of the Condominium recorded herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit numbers and dimensions of the Units, as built. A copy of the Condominium Plans is attached hereto as Exhibit D.

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

- a. Lower Boundary: The lower boundary of each Unit is the uppermost face of the subflooring of the Unit;
- b. Upper Boundary: The upper boundary of each Unit is the plane of the lowermost unfinished surface of the Unit ceiling; provided, however, that as to top floor units, the upper Unit boundary shall be the plane of the lower surface of the roof joists;
- c. Interior Walls Between Other Units or Common Areas: The centerline of the wall except for structural, mechanical, electrical, and plumbing components serving the building;
- d. Exterior Walls: The centerline of the wall except for structural, mechanical, electrical, and plumbing components serving the building;

- e. Exterior Doors: The exterior surface of the door in its entirety, including the frame, jambs, hardware, threshold and flashing, the exterior molding or trim, if any, and caulking;
- f. Windows: The exterior surface of the windows and skylights, if any, in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;
- g. Other: Unless otherwise designated in this Master Deed or on the Condominium Plans as a Common Element (as hereinafter defined), any mechanical equipment, fixtures and appurtenances located within or outside of any Unit and designated to serve only that Unit, such as pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues, chutes, appliances and the like.

C. Limited Common Areas and Facilities. Each Unit have appurtenant thereto the exclusive right and easement, subject to and in accordance with the provisions of this Master Deed and the Rules and Regulations promulgated pursuant to the By-Laws, to use any area (including, without limitation, any storage areas) designated as such in this Master Deed or on the Condominium Plans (sometimes herein also referred to as the "Limited Common Elements").

6. Description of the Common Areas and Facilities. The common areas and facilities of the Condominium (hereinafter referred to as the "Common Elements") consist of the entire Property other than the Units and includes both General Common Elements (as hereinafter defined) and Limited Common Elements. The General Common Elements means all of the Common Elements except Limited Common Elements, and shall (unless otherwise specifically designated herein or on the Condominium Plans), include the following:

A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

B. The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, main walls, ceilings, floors, hallways and roofs not designated as part of a Unit or as a Limited Common Element;

C. The components or installations of central and/or common services such as power, light, oil, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment

contained within and/or serving a single Unit or designated as a Limited Common Element);

D. All conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support hereof or for common usage, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained;

E. All common equipment, including elevators, the gallery space, as designated on the Condominium Plans, and any common room or area, wherever located in, on, or around the Building and Land;

F. The yards, any play area, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, including fences, walls, railings, and steps;

G. The parking areas and driveways, as may be shown on the Condominium Plans and/or Site Plan; and

H. All other items delineated as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

The Common Elements shall be subject to the Landscape and Maintenance Plan attached hereto as Exhibit D.

Notwithstanding the foregoing, the Common Elements shall be subject to the following rights of the Declarant and its successors and assigns:

the exclusive rights, interests and easements reserved by the

Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

7. **Undivided Interest in the Common Elements.** Each Unit shall have the same

incidents as real property, and the Unit Owner shall hold the same in fee simple and shall have a common right to a share with the other Unit Owners of an undivided fee simple interest in the Common Elements in the percentages specified in Exhibit C (hereinafter referred to as the “Undivided Interest in the Common Elements”).

The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust.

Each Unit Owner may use the Common Elements in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of the Common Elements shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations.

8. Condominium Plans and Site Plan. As stated above, simultaneously with the recording of this Master Deed there has been recorded a set of floor plans of the Building showing the layout, location, Unit numbers and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Elements. Additionally recorded herewith is a Site Plan showing the approximate location of the Building and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses (as defined in the Declaration of Trust), or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Building, or for any other purpose

permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

11. Intended Use. The Units shall be used by artists for the creation of their artistic work or for an art-related business in the visual, performing or creative arts for purposes of pursuing art as a profession or avocation including, but not limited to, the engagement of lectures or hands-on seminars related to the same. The term artist, as used in the preceding sentence, shall include choreographers, dancers, architects, landscape architects, urban designers and planners, interior designers, industrial designers, graphic designers, web designers, fashion designers, creative writers and literary translators, individual artists and producers working in film, radio, television, or video, theater conceptual performance, new genres, print making, drawing, artists' books, photography, sculpture and crafts, composers, musicians, potters, painters, mimes and playwrights. The permitted purposes for which a Unit shall be used shall be referred to as "Artistic Work Purposes."

12. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building and the other Common Elements shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

A. No Unit shall not be used for any purpose other than Artistic Work Purposes. In no event shall the occupant of any Unit sleep overnight within such Unit or use the Unit as residential living accommodations.

B. No Unit may be leased, subleased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of not less than six (6) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such

reasonable fee as they determine. It shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure. Any leasing, renting or letting permitted hereunder shall be for the entire Unit and in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

If during the course of occupancy of a Unit by a tenant, said tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. All leases for Units shall contain the following notice, in capital letters, double space:

THE UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING – NOT A RENTAL BUILDING. THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKES PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

C. The architectural integrity of the Building and the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Building or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of

any window without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition (if any); provided, however, that such shall not adversely affect the structural integrity of the Building nor overload the Building systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and, if required by the Trustees, an amendment of the Master Deed and all plans to be recorded therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than the Trustees'; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

D. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

No Unit shall be maintained at an ambient temperature of less than fifty five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building.

No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident

to the use and occupancy of Units.

No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose; provided, however, that each Unit Owner shall have the right to use the Common Elements for quiet purposes incidental to the use of a Unit so long as such purposes are calculated as to not unreasonably disturb any other Unit Owner or occupant of a Unit or any other residents in the neighborhood immediately surrounding the Condominium (the "Neighborhood").

I. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

J. No unregistered vehicles shall be kept upon the Common Elements and no vehicles shall be kept overnight on the Land.

K. Each Unit Owner shall be responsible for adhering to all requirements of the Town of Needham.

L. Certain areas of the Common Elements as shown on the Site Plan recorded with this Master Deed, are open to the public.

M. No smoking of tobacco or other products is permitted inside the Building (including inside the Units) and/or within any portion of the Condominium, including, without limitation, the outside areas.

N. Noise from any Unit resulting from the Artistic Work Purposes of that Unit shall not unreasonably disturb any other Unit Owner or any residents in the Neighborhood. Use of any musical instrument shall automatically be deemed to unreasonably disturb the Unit Owners of the Condominium and the residents in the Neighborhood (unless the Unit Owner of said Unit shall receive written consent from all of the foregoing to the contrary). In the event noise from any Unit unreasonably disturbs any other Unit Owner or any resident in the Neighborhood, the Unit Owner of said Unit, at its sole cost and expense, shall perform all necessary soundproofing of said Unit so as not to unreasonably disturb any other Unit Owner or any resident in the Neighborhood.

O. No concerts, recitals, or general public exhibitions or showings shall be conducted in the Unit.

P. No Unit Owners shall subdivide (by removal of existing common walls and construction of new relocated common walls, as necessary) his or her Unit into two or more units.

Q. Notwithstanding anything in this Master Deed, Declaration of Trust or Rules and Regulations to the contrary, Trustee approval shall be obtained prior to the performance of any activity that: (i) involves dangerous or flammable chemicals; or (ii) which would create an elevated risk of hazard or fire or noxious odor. Any hazardous materials used and/or created in connection with the use of a Unit shall be stored and disposed of by the occupant of the Unit in accordance with applicable law and shall not be disposed of in any dumpsters located in the Condominium.

R. The occupants of the Unit shall be permitted to display art and/or craft for sale in their Unit so long as the Unit is primarily used for Artistic Work Purposes and the sale or display of such items is ancillary to said Artistic Work Purposes. Selling shall be permitted in the outside Common Elements on an infrequent basis, which is not greater than one (1) time per month.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions (or with any of the Rules and Regulations, as defined in the Declaration of Trust) will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both. In any proceeding arising because of an alleged violation or default by a Unit Owner or person occupying a Unit, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court. Notwithstanding the foregoing, any violations that are deemed by the Trustees to be hazard to public health or safety may be corrected immediately as an emergency matter by the Trust, and the cost thereof shall be charged to the Unit Owner.

13. Rights Reserved to the Declarant.

13.1 As described above, with respect to any portion of a Building not comprising conveyed Units, the Declarant reserves for the benefit of itself and its successors and assigns exclusive control and ownership of such portions of Building as well as the right to fully construct, develop and finish same. Nothing contained in this Master Deed shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

13.2 The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Land and complete construction thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the Units constructed on the Land described in Exhibit A.

13.3 The Declarant reserves the right for itself and its successors and assigns to construct Units not conveyed in sizes other than those built in conveyed Units.

13.4 In addition to all other rights of Declarant hereunder, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the conveyed Units, for all purposes necessary or desirable in order to construct the remaining Units and the Common Elements. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Units are conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the Common Elements, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Buildings and/or Units and the Common Elements and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and all sewer, drainage pipes and sewer tanks to serve any or all of the Building and/or Units and the Common Elements; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including, without limitation, the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight

(8) hours at any time during any day) the use by Units Owners of Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of fixtures in the Building, Units or Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete the Building and Units and the Common Elements in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land.

13.5 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

13.6 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive the sale of Units and are to be deemed to be fully transferable, running with the land.

13.7 Each Condominium Trustee, as well as each Owner and mortgagee of a Unit within the Condominium, by the acceptance and recording of a deed or mortgage to a Unit, shall thereby have consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Trustee or Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

13.8 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each Owner and mortgagee of a Unit,

by acceptance and recording of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners and Mortgage holders, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety or in the name of a fiduciary, corporation, partnership, trust or limited liability company.

15. Combining Contiguous Units. Notwithstanding anything herein otherwise provided, a Unit Owner who owns two or more contiguous (vertically or horizontally) Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Norfolk County Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally as herein provided.

16. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time

to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

17. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed and the Trust, assign, lease, sell or otherwise transfer all of his or her interest in his or her Unit(s), together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium — (i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests” — in the manner set forth below:

A. Subjection to Condominium Documents. As to any Unit, any deed to a purchaser, lease to a lessee, sublease to a sublessee or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit

may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, sublease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

18. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium any amendment to the Master Deed, Declaration of Trust or Rules and Regulations must be signed by the Declarant and/or its successors and/or assigns and must be consented to in writing, by the first mortgagee of the Declarant.

(b) General Amendments. Except as otherwise provided in 12A of this Master Deed or in (a) or (c) of this Section 18 or as otherwise provided in this Master Deed, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to fifty-one percent (51%) or more of the undivided interests in the Common Elements and duly recorded with the Norfolk County Registry of Deeds, provided, however, that:

The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.

Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered;

(iii) Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of

undivided interest is affected;

- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Trustee, Unit Owner or mortgagee may execute and file a special amendment as long as it owns any Units in the Condominium, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the right to execute and file such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or hold any Units in the Condominium.

(d) Town of Needham Zoning Board of Appeals (the "ZBA") Approval. Notwithstanding anything herein to the contrary and in addition to any other amendment requirements set forth herein, any proposed material amendment to this Master Deed expanding the use of the Units or the Common Elements, eliminating any restrictions on the use of the Units or the Common Elements and/or relating to the maintenance of the outside Common Elements, shall not be made until such amendment has been approved by the ZBA.

19. Mortgagee Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any First Mortgagee:

A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of

default by a mortgagor; or

c. sell or lease a Unit acquired by the First Mortgagee.

B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;

C. Except as may be otherwise provided by applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by statute, and except as provided for in this Master Deed, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 18 and/or 25 of this Master Deed unless fifty-one percent (51%) of the First Mortgagees (based upon one vote for each First Mortgagee), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

a. by any act or omission, seek to abandon or terminate the Condominium; or

b. change the undivided interest or obligations of any individual Unit for the purpose of:

(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) determining the pro rata share of ownership of each Unit in the Common Elements; or

c. partition or subdivide any Unit; or

d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

e. use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof.

E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Elements;

G. A First Mortgagee upon prior written request made to the Trustees, shall be entitled to:

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

b. inspect the books and records of the Trust at all reasonable times;

c. receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;

d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;

e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Elements;

f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy including fidelity insurance maintained by the Trust;

g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice.

I. In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to at least fifty-one percent (51%) of the Undivided Interest herein shall be required for the following:

- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Elements;
- b. the partition or subdivision of any Unit;
- c. a change in the Undivided Interest of any individual Unit;
- d. to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:
 - (i) Voting;
 - (ii) Assessments, assessment liens or subordination of such liens;
 - (iii) Reserves for maintenance, repair and replacement of the Common Elements;
 - (iv) Insurance or Fidelity Bonds;
 - (v) Rights to use of the Common Elements;
 - (vi) Responsibility for maintenance and repair of the several portions of the Property;
 - (vii) Expansion or contraction of the project or the addition, annexation

or withdrawal of property to or from the property;

- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Elements;
- (x) Convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Norfolk County Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

20. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control;
- C. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 18 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

D. In the event of any conflict other than as set forth in subparagraph B above between the provisions of Paragraph 18 hereof and any other provisions of this Master Deed or the Declaration of Trust, the provisions of Paragraph 18 shall control.

21. 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 in full force and effect as if such invalid provision had never been included herein.

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

23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

24. Chapter 183A. The Units and Common Elements, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A 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 Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

25. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; provided, further, that the holders of mortgages of record on Units which have fifty-one percent (51%) or more of the Undivided Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Norfolk

County Registry of Deeds.

26. Declarant. The term Declarant shall include the Declarant and its successors and assigns. Successors and assigns shall include, but not be limited to, those succeeding to the Declarant's interest by foreclosure, deed in lieu of foreclosure, deed, grant or assignment. Successors and assigns shall not include individual unit owners. All rights of the Declarant contained in this Master Deed, the Declaration of Trust, By-Laws and Rules and Regulations shall pass to the successors and assigns of the Declarant. This Master Deed, the Declaration of Trust, By-Laws and Rules and Regulations may not be amended to affect the rights of the Declarant and its successors and assigns without the written consent of the Declarant and its successors and assigns.

27. Exhibits. All exhibits attached hereto are hereby incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

Witness the execution hereof under seal this ____ day of _____,
2007.

_____ LLC

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as _____ of _____ LLC.

Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the Commonwealth of

Massachusetts

**GORSE MILL STUDIOS CONDOMINIUM
EXHIBIT A TO MASTER DEED
LEGAL DESCRIPTION OF LAND**

[TO BE INCLUDED]

**GORSE MILL STUDIOS CONDOMINIUM
EXHIBIT A-1 TO MASTER DEED
EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD**

The property of the Condominium is subject to and with the benefit of the following:

1. Taking by the Town of Needham Board of Sewer Commission for the layout, construction and maintenance of operation of sewer system as set forth in an instrument recorded on April 12, 1957 with the Norfolk County Registry of Deeds in Book 1944, Page 595.
2. Taking by the Town of Needham Board of Selectman for the layout of Thorpe Road as further described in an instrument dated January 29, 1957 and recorded with the Norfolk County Registry of Deeds in Book 3552, Page 63, and as further shown on a plan recorded with the Norfolk County Registry of Deeds in Book 203, Plan 375.
3. Affidavit and Notice Pursuant to Massachusetts General Laws Chapter 40A, Section 7 recorded with the Norfolk County Registry of Deeds in Book 8584, Page 183.
4. All other restrictions, encumbrances and matters of record.

The property of the Condominium and the terms and conditions of this Master Deed and the Declaration of Trust are also subject to any special permit (and all terms, conditions and restrictions contained therein) granted by the Town of Needham Board of Appeals in connection with development of this Condominium.

**GORSE MILL STUDIOS CONDOMINIUM
EXHIBIT D TO MASTER DEED**

LANDSCAPE AND MAINTENANCE PLAN FOR COMMON ELEMENTS

The Gorse Mill Studios Condominium Trust shall be obligated to abide by and adhere to the following:

1. The Common Elements of the Condominium shall be maintained in an aesthetically pleasing manner. The mature tree growth shall be conserved to the extent reasonably possible. Grass within the Common Elements shall be regularly mowed and kept in a neat and tidy condition.
2. Snow shall be removed from the parking areas and walkways of the Common Elements as necessary.
3. Dumpsters for the disposal and recycling of rubbish, refuse, garbage or other trash shall be consistently maintained and regularly emptied so as to reasonably minimize odor and/or overflow. Said dumpsters shall be located in the Common Elements in the areas shown on the Site Plan and made available to all Unit Owners within the Condominium.
4. Lighting may be installed in the Condominium and Common Elements for aesthetic and safety purposes provided, however, that light from said lighting shall not unreasonably illuminate any of the surrounding properties.
5. The Common Element playground shown on the Condominium Plans shall be maintained in a safe and aesthetically pleasing manner.
6. A green buffer shall be maintained between the parking areas and the homes situated on the Webster Street side of the Condominium.
7. Any parking spaces near the entrance of the parking area and the area between the open space on Thorpe Road and the parking areas shall be appropriately fenced.

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