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MASTER DEED
OF
REDSTONE COURT CONDOMINIUM

Kevin M. Smith, Trustee of Redford Street Realty Trust under Declaration of Trust dated August 27, 1984, recorded with Suffolk Registry of Deeds in Book 11123, Page 271 (hereinafter referred to as the "Developer") being the sole owner of a certain parcel of land in Boston, Suffolk County, Massachusetts, with the buildings and other improvements thereon, more particularly described on Schedule A attached hereto and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit the said land, together with the buildings, improvements and structures located and to be located thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, and proposes to create and does hereby create with respect to said land, buildings, improvements, structures, easements, rights and appurtenances, a condominium to be known as Redstone Court Condominium (the "Condominium"), to be governed by and subject to the provisions of said Chapter 183A. In accordance with Section 15 of the Master Deed, the Developer reserves the right (a) to construct an additional building on said land located and shown as the Townhouse Building ("Townhouse Building") on the Site Plan (hereinafter defined) and any driveways, walkways, parking areas, trash and storage areas, mailboxes, pipes, conduits, wires, as may be appurtenant thereto, (b) to occupy, manage, repair and renovate such Townhouse Building and appurtenances prior to the addition of such Townhouse Building to the Condominium

and (c) to add the Townhouse Building and appurtenances to the Condominium in the manner provided in this Master Deed.

1. Description of Buildings. Until the amendment of the Master Deed to create the subsequent phase of the Condominium, as provided in Section 15, the units of the Condominium shall consist of units included within the building ("Building 1") of the first phase ("Phase 1") of the Condominium as shown on a plan entitled "Site Plan, Redstone Court Condominium, Boston (Brighton) Massachusetts" dated September 17 , 1986 prepared by Bradford Saivetz & Associates, Inc. recorded herewith as the same may be amended, said plan being part of the condominium plans as hereinafter defined in Section 6 (the "Condominium Plans").

Phase 1 of the Condominium consists of seventy (70) units in one building located at 85 Brainerd Road, Boston (Brighton), Massachusetts, said building and units being designated as follows:

Building	Number of Units	Unit Designations
1	70	101 through 104, 106 through 108, 110,201 through 204,206,207,209 through 216, 301 through 316, 401 through 404, 406, 407, 409 through 416, 501,502,503, 505, 506, 507,510 through 516,601,603, 607,610,612

Building 1 is a six-story building above a ground level (with parking on the ground level) of steel and concrete block and plank construction with brick facing, metal stud interior, single ply membrane roof and concrete foundations.

2. Description of Units and Interest In Common Areas. The unit designation of each unit in Phase 1 of the Condominium, a statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities (including changes in that interest upon amendment of this Master Deed pursuant to Section 15 and a statement of the method of establishing such changes in interest) are set forth in Schedule B attached hereto and made a part hereof. All units have immediate access to hallways and stairways adjacent thereto as shown on the Condominium Plans. Schedule C attached hereto and made a part hereof contains a description of the units which may hereafter be added to the Condominium in accordance with the provisions of Section 15 hereof.

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

(a) Floors: the plane of the upper surface of the studs on which the floor rests or the upper surface of the concrete.

(b) Ceilings: the plane of the lower surface of the concrete plank separating the unit from the unit above or the roof as the case may be, except that (1) any structural beam within a unit shall be included in the common areas of the Condominium and (2) in the case of units in the Townhouse Building, the ceiling boundary shall be the plane of the lower surface of the roof sheathing.

(c) Walls: the plane of the interior surface of the wall studs facing the unit, or if there are no wall studs, the plane

of the interior surface of the masonry walls facing the units.

(d) Doors and Door Frames: the plane of the exterior surface of the doors and the interior surface of the door frames.

(e) Windows: the interior surface of the frame of the windows and the exterior surface of the glass, and if there are skylights in the unit, the interior surface of the frame of the skylight and the exterior surface of the glass.

4. Description of Common Areas and Facilities. The common areas and facilities of the Condominium shall include such areas and items listed as such in Section 1 of said Chapter 183A and, without limiting the generality of the foregoing, the common areas and facilities shall include all areas and facilities of the Condominium as are not within a unit of the Condominium and all utility lines and other facilities contained within the common areas and/or within any unit except those which are located within the boundaries of an individual unit and which exclusively serve that unit. Notwithstanding the foregoing, the Building 1 Common Heating System (hereinafter defined) shall be limited common areas of the Condominium, as more particularly described in Section 6.

The common areas and facilities of the Condominium shall include the terraces shown on the Condominium Plans, provided, however, that each unit will have as appurtenant to it the exclusive right and easement to use any such terraces to which such unit has direct doorway access, subject to the maintenance requirements set forth in the By-Laws (hereinafter defined). For those terraces which do not have direct doorway access from any unit, the Developer reserves the right to assign, by instrument recorded with Suffolk

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Registry of Deeds, to one or more unit owners as appurtenant to such unit or units the exclusive right and easement to use any of such terraces subject to the maintenance requirements set forth in the By-Laws. In addition, the common areas shall include those areas labeled storage area on the Condominium Plans, provided, however, that the Managing Board of Redstone Court Condominium Association may assign to a unit owner the exclusive use of a storage bin located in any such storage area on such terms and subject to such conditions as the Managing Board shall deem appropriate. The common areas and facilities of the Condominium shall also include any swimming pool, hottub, health club and related amenities constructed in accordance with Section 17 hereof.

In addition, the Developer reserves the right to amend this Master Deed and the Condominium Plans filed herewith to create additional terraces, or storage areas within the common areas and facilities of the Condominium and to assign by instrument recorded with Suffolk Registry of Deeds, to one or more unit owners an exclusive right to use such additional terraces as may be constructed in the common areas and facilities of the Condominium.

5. Unit Appurtenances. All of the units will be conveyed together with their respective undivided interest in the common areas and facilities as set forth in said Schedule B, as the same may be amended in accordance with the provisions of Schedule B and this Master Deed, and will have the benefit of the right to use the common areas and other facilities in common with others entitled thereto, except that (a) the owner of each unit will have

as appurtenant to it the exclusive right and easement to use any terrace to which such unit has direct doorway access subject to the maintenance requirements set forth in the By-Laws, (b) the owner of each unit to which the exclusive right and easement has been assigned in the unit deed or by separate instrument recorded with Suffolk Registry of Deeds will have as appurtenant to it the exclusive right and easement to use the terrace thereby assigned subject to the maintenance requirements set forth in the By-Laws, (c) each unit owner shall have the exclusive right to use the parking space or spaces as set forth in the first deed to such unit or in a subsequent instrument of conveyance from the Developer to such unit owner and (d) each unit owner in Building 1 shall have the right in common with the other unit owners in Building 1 to connect such unit owner's Unit Heat Pump to the Building 1 Common Heating System, both as defined below.

6. Heat and Air Conditioning. Heat and air conditioning will be furnished to all units in Building 1 by a heat pump system which includes (a) individual air handlers, ducts, piping and other appurtenances thereto located within and exclusively serving each such unit, ("Unit Heat Pump") and (b) Building 1 Common Heating System furnishing service to all of the units in Building 1 of the Condominium.

The Building 1 Common Heating System shall include all the elements of the heat pump system which provide heat and air conditioning to the common areas of Building 1, (but specifically excluding the Unit Heat Pumps) including but not limited to the boiler, system pump, cooling tower, individual air handler units, and fans, piping,

wiring and other appurtenances thereto furnishing service to all of the units in Building 1 (the "Building 1 Common Heating System"). The Building 1 Common Heating System shall be the limited common area of the units in Building 1. The unit owners in Building 1, even after the addition of the Townhouse Building to the Condominium, shall be responsible for all expenses associated with the operation, maintenance, repair and replacement of the Building 1 Common Heating System. The Managing Board shall maintain a budget of the expenses incurred by the Building 1 Common Heating System and shall assess limited common area charges against the unit owners in Building 1 in accordance with their proportionate interest as shown on Phase 1 Schedule B. The Unit Heat Pump located within and exclusively serving a unit shall be a part of such unit, and the unit owner shall be solely responsible for the maintenance, repair and replacement of the portion of such system located within and exclusively serving such unit.

Heat and air conditioning will be furnished to those units in the Townhouse Building by individual gas furnaces with condensor/compressors located within or adjacent to and exclusively serving each such unit. The gas furnace and condensor/compressor, including any connections and appurtenances thereto, located within or adjacent to and exclusively serving a townhouse unit shall be a part of such unit and the unit owner shall be solely responsible for the maintenance, repair and replacement thereof. Hot Water will be furnished to all units by a hot water heater located within and exclusively serving each unit. The hot water heater, including

any connections and appurtenances thereto, located within or adjacent to and exclusively serving a unit shall be a part of such unit and the owner of each unit shall be solely responsible for the maintenance, repair and replacement thereof.

The Developer for itself, its successors and assigns reserves the right and easement to enter each unit and the common areas of the Condominium from time to time, at reasonable hours, for the purposes of construction and repair of adjacent or adjoining units, buildings and common areas and facilities and to perform any obligation required or permitted to be performed under this Master Deed and/or By-Laws of the Redstone Court Condominium Association. The Developer shall indemnify and hold harmless the unit owners from any liability or damage arising out of such entry.

7. Condominium Plans. A set of floor plans in seven (7) pages, entitled "Redstone Court Condominium, Phase I, Boston (Brighton), Massachusetts" dated September 26, 1986 prepared by Boston Architectural Team, Inc. of Building 1 in the Condominium, is recorded herewith and made a part hereof, which plans show the layout, location, unit numbers and dimensions of all units in Building 1 in Phase 1 of the Condominium as built and the location of the parking spaces in the common area of the Condominium ("Phase 1 Floor Plans"). The location of the Townhouse Building which may be added to the Condominium hereafter is substantially as set forth on the plan entitled, "Site Plan, Redstone

Court Condominium, Boston,(Brighton) Massachusetts" dated September 17, 1986 prepared by Bradford Saivetz & Associates, Inc. (the "Site Plan"); filed herewith and made a part hereof.

8. Use of Units.

(a) The intended use of the building and units in the Condominium is for residential purposes only.

(b) The use of common areas is subject to such reasonable rules and regulations as may be established by the Managing Board.

(c) No unit owner shall cause or permit to exist in his unit, nor shall he cause or permit any occupant of his unit or invitee to cause any where in or about the Property, any nuisance, any offensive noise, odor or fumes or any hazard to health.

(d) No unit shall be used for any purpose prohibited by any law, rule, regulation or ordinance of any federal, state or local governmental authority or by any agency having jurisdiction over the land, the buildings, or the Condominium; or to keep any inflammable, combustible or explosive fluid, material, chemical or substance therein.

(e) No unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Redstone Court Condominium Association and regulations which may be adopted pursuant thereto.

(f) The following conditions and restrictions shall apply to the tenanting, renting or leasing of units:

(1) Each and every lease, license and/or tenancy agreement must be for the entire unit and must be in writing and cannot be for a period of less than thrity (30) days;

(2) No unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes;

(3) Every lease, license or tenancy arrangement permitting outside occupants use or possession or occupancy of a unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Unit Deed and/or said By-Laws and Rules and Regulations shall be a default under said lease, license or tenancy agreement; and,

(4) The provisions of the within Subparagraph (f) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(g) Animals may be kept in any unit or in the common areas only upon the prior written consent of the Board of Managers of the Condominium Association; provided that any such animal causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board. In no event shall any dog be permitted in any portion of the common areas, unless carried or on a leash. Any damage or destruction caused by the animal or reptile shall be repaired by the Board at the expense of the unit owner, but the unit owner shall remove any feces of the pet from common areas.

The use restrictions set forth in the immediately preceding paragraph shall be for the benefit of all of the unit owners and the Redstone Court Condominium Association and shall be administered on behalf of said owners by the Managing Board of said Condominium Association. The restrictions shall be enforceable solely by such Managing Board insofar as permitted by law, and shall, insofar as permitted by law, be perpetual.

and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of these use restrictions, except such as occur during his or her ownership of a unit.

The Developer reserves the right to maintain one or more models, sales offices and construction offices at the Condominium in unsold units; to place signs on any unsold or unoccupied units, or in the common areas; and, to designate a certain number of unassigned parking spaces for use by sales office personnel until all units have been sold.

9. Utilities. Each unit in Building 1 shall be serviced by a heat pump system, a portion of which is the Building 1 Common Heating System and a portion of which is the Unit Heat Pump. Electricity and/or fuel for the portion of the heat pump system which is for the Building 1 Common Heating System shall be the responsibility of all the Unit owners in Building 1 and each such unit owner shall pay his portion based on his proportionate interest as shown on Phase 1 Schedule B. Electricity for (a) the Unit Heat Pump system located within and exclusively serving a unit and (b) the hot water heater located within and exclusively serving a unit shall be the individual responsibility of each unit owner. Electricity and/or fuel for the gas furnace, condensor/compressor and hot water heater located within or adjacent to and exclusively serving a unit in the Townhouse Building shall be the responsibility

of such unit owner. There is a separate gas meter for each unit in the Townhouse Building, and each such unit owner shall be directly and solely responsible to the gas company for payment of all charges arising from the gas used in such unit. There is a separate electric meter for each unit in Building I and the Townhouse Building, and each unit owner shall be directly and solely responsible to the electric company for payment of all charges arising from the electricity used in said unit. Charges for water, sewer and fire pipe for the units and common areas, if any, and charges for fuel, electricity, water and other utilities for the common areas, including the pool, health club and hottub, shall be paid by the Condominium Association as a common expense.

10. Condominium Association. The unit owners will manage and regulate the Condominium through an organization of unit owners to be known as Redstone Court Condominium Association, which has been created and is to be governed by the By-Laws attached hereto as Schedule D and made a part hereof. As provided in said By-Laws, Kevin Smith, Jane Gumble and Wayne Smith are the original and present members of the Managing Board of said Association.

11. Parking. The Developer reserves the right to grant the exclusive right to use one or more parking spaces located as shown on the the Phase I floor plans to certain unit owners, which right shall be appurtenant to the respective unit, as set forth in the first deed to such unit or in a subsequent instrument of conveyance from the Developer to such unit owner. For the units in the Townhouse Building the Developer reserves the right to construct parking

spaces within the boundaries of the unit to be a portion of the premises so deeded to each such unit owner. The owner of any such unit to which there is assigned a parking space may, by instrument duly recorded with Suffolk County Registry of Deeds, transfer the exclusive right to use said parking space to the owner of any other unit in the Condominium. Until the Developer has amended the Master Deed to add the Townhouse Building as shown on the Site Plan and has conveyed all of the units in the Condominium, the Developer shall have the right to the exclusive use of those remaining spaces the exclusive use of which have not been granted to unit owners, together with the right to rent such spaces. Following such occurrence, as aforesaid, any remaining parking spaces shall be exclusive common areas which may, at the option of the Managing Board of Redstone Court Condominium Association, (a) be designated as unassigned spaces for parking by unit owners and/or their guests or (b) rented or assigned to unit owners, on such terms and subject to such conditions as the Managing Board shall deem appropriate.

12. Encroachments. If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling, shifting or movement of the building or (b) alteration or repair to the common areas and facilities by or with the consent of the Managing Board or (c) as a result of repair or restoration of the building or a unit after damages by fire or other casualty or (d) as the result of condemnation

or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building stands.

13. Easements to Certain Common Elements. Each owner shall have an easement in common with the owners of all other units to use all pipes (including pipes to condensing units), wires, ducts, flues, cables, conduits, public utility lines and other common facilities located in any of the other units or elsewhere on the property and servicing his or her unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes (including pipes to condensing units), wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities serving other units located in such unit.

14. Combining of Units by Unit Owners. A unit owner (including the Developer) who owns two or more contiguous (vertically or horizontally) units may physically combine said units by removing all or a portion of the intervening floor, ceiling or walls and making other appropriately related alterations and improvements. All such work shall be done in a good and workmanlike manner, in compliance with industry standards and with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Managing Board prior to commencement of such work, and in compliance with the provisions of the By-Laws relating to additions, alterations or improvements by unit owners. 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 Redstone Court Condominium Association 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 the purposes of the restrictions on use of units and of the enforcement of liens for unpaid common charges. For all other purposes, including the determination, assessment and payment of common charges, the original units will retain their own separate percentage interests in the ownership of the common areas of the Condominium.

15. Amendment of Master Deed. This Master Deed may be amended from time to time by written instrument signed and acknowledged by sixty-seven percent (67%) or more of the unit owners in the aggregate in interest of the undivided ownership of the common areas and facilities of the Condominium, and recorded with the Suffolk Registry of Deeds; provided, however, that the assent by a unit owner of a unit encumbered by a first mortgage upon an instrument of amendment of this Master Deed shall not be effective unless countersigned on said instrument of amendment or otherwise assented to upon a document recorded with said Deeds by the holder of such first mortgage: provided, further, that, except as permitted by this Section 15 and Schedule C hereof, the percentage of undivided interest of each unit owner in the common areas and facilities shall not be altered without the consent of all unit owners and all holders of first mortgages of record on units; provided, further, that, without the consent of any unit owner, or any mortgagee, the

Developer, or its assigns, may, at any time prior to three (3) years from the date hereof, unilaterally amend this Master Deed so as to submit to the provisions of Massachusetts General Laws Chapter 183A the Townhouse Building as shown on the Site Plan annexed hereto and the units contained therein described in the attached Schedule C and together with and subject to such rights, easements, convenants and restrictions of record (including, without limitation, cross-easements relating to utilities, and rights of way) as do not unreasonably interfere with the use of the units for residential purposes or the common areas for the purposes for which they were designed. The Developer reserves the right (a) to occupy, lease, manage, repair, renovate and retain all income with respect to any building not yet so added to the Condominium and (b) to add the Townhouse Building to the Condominium in the manner hereinabove provided. Notwithstanding the foregoing, the Developer shall be obligated to add the Townhouse Building to the Condominium within three (3) years from the date hereof. Any such amendment shall contain with respect to any such additions, all of the particulars required by said Chapter 183A. In no event shall (i) the total number of units in the entire Redstone Court Condominium exceed 80 and (ii) the unit owners amend this Master Deed in any manner which would interfere with Developer's right to complete the Condominium and add units as aforesaid.

16. Special Amendment of Master Deed. Notwithstanding anything herein contained to the contrary, the Developer reserves the right and power to record a special amendment ("Special Amendment")

to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & 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; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; (iv) to create additional terraces or storage areas within the common areas and facilities of the Condominium and to assign the exclusive use of such terraces to unit owners in accordance with Section 4 of this Master Deed; (v) to add additional phases to the Condominium in accordance with Section 15 of this Master Deed; or (vi) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with and interst is hereby reserved and granted to the Developer to vote in favor of, make, consent to, execute, seal, deliver and record any such Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. 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 acknowledgment of, and a consent to the aforesaid power of attorney. The right of the Developer to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Association at such time as the Developer no longer holds or controls title to any Unit.

17. Recreational Facilities. The Developer reserves the right to construct a swimming pool, gazebo, hottub and health club and related patio and fencing (collectively the "Recreational Facility"). The swimming pool, related patio and fencing to be located as shown on the Site Plan and the health club to be located on the fifth floor as shown on the Phase 1 Floor Plans; which Recreational Facility shall become a part of the common areas and facilities of the Condominium. Each occupant of a unit shall have the right to use the Recreational Facilities, subject to the rules and regulations established by the Managing Board of the Association.

18. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. 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 Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as set forth in Schedule A. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting

title to the Property are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be convenants running with the land and shall bind any person having at any time any interst 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.

19. No Severability. No unit owner may or shall execute or make any deed, mortgage or other conveyance of his Unit without including in such conveyance the appurtenant interests, it being the intention hereof that there be no severance of unit ownership from appurtenant interests.

20. 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.

21. 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.

22. 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 provisions hereof.

22. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions hereof conflict with such requirements, the provisions of said statute shall control.

EXECUTED under seal the 30th day of September, 1986.

Kevin M. Smith, as Trustee of
Redford Street Realty Trust and
not individually

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. September 30, 1986

Then personally appeared the above named Kevin M. Smith, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

Notary Public: JANE (WALLS) GUMDLE
My Commission Expires: 5/9/89

CITY OF BOSTON

The excise imposed by Chapter 1020 of the Acts of 1983 in the amount of $ 3500 has been paid with respect to the 76 units of the condominium created by the Master Deed of which this unit is a part, as certified on the Commonwealth Declaration of Trust or Master Deed contained in this condominium unit.

SCHEDULE A

A parcel of land situated in Boston (Brighton), Suffolk County, Massachusetts. bounded and described as follows:

SOUTHWESTERLY:	by Walbridge Street, Three hundred thirteen and 60/100 (313.60) feet;
NORTHWESTERLY:	by a portion of Lot 12 on a plan hereinafter referred to, One hundred twelve and 84/100 (112.84) feet;
NORTHEASTERLY:	by lot 17 on said plan, Thifty-five and 34/100 (35.34) feet;
NORTHWESTERLY:	by lots 17, 18 and 19 on said plan, Ninety-two and 78/100 (92.78) feet;
NORTHEASTERLY:	by Redford Street, Two hundred seventy-eight and 60/100 (278.60) feet; and
SOUTHEASTERLY:	By Brainerd Road, Two hundred (200.00) feet;

Containing 50,556 square feet more or less of land according to said plan.

The above-described land is shown as parcels 1,2,3 and 5 on Plan entitled "Plan of Land Boston (Brighton) Massachusetts", dated March 23, 1959 by Joseph Selwyn, C.E., recorded with Suffolk Registry of Deeds, Book 7286, Page 322.

Being the premises conveyed to Grantor by deed of Richard D. Conen, individually and as Trustee of Commonwealth Group Trust, dated August 23, 1984 and recorded with Suffolk Registry of Deeds in Book 11123, Page 277.

SCHEDULE B

PHASE I - REDSTONE COURT CONDOMINIUM

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proper-tionate Interest Phase I
Building I					
First Floor	101	1,110	5	.0135	.0135
First Floor	102	1,090	5	.0135	.0135
First Floor	103	1,000	5	.0135	.0135
First Floor	104	1,160	5	.0135	.0135
First Floor	106	1,160	5	.0135	.0135
First Floor	107	1,060	5	.0135	.0135
First Floor	108	1,250	5	.0142	.0142
First Floor	110	1,130	5	.0135	.0135
Building I					
Second Floor	201	1,100	5	.0142	.0142
Second Floor	202	1,050	5	.0135	.0135
Second Floor	203	1,190	5	.0142	.0142
Second Floor	204	1,195	5	.0142	.0142
Second Floor	206	1,180	5	.0142	.0142
Second Floor	207	1,220	5	.0142	.0142
Second Floor	209	1,060	4	.0124	.0124
Second Floor	210	1,130	5	.0135	.0135
Second Floor	211	1,150	5	.0142	.0142
Second Floor	212	985	5	.0135	.0135
Second Floor	213	1,160	5	.0142	.0142
Second Floor	214	1,000	5	.0135	.0135

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase 1
Building 1					
Second Floor	215	1,250	4	.0154	.0154
Second Floor	216	1,000	5	.0135	.0135
Building 1					
Third Floor	301	1,040	5	.0135	.0135
Third Floor	302	1,020	5	.0135	.0135
Third Floor	303	1,020	5	.0135	.0135
Third Floor	304	1,020	5	.0135	.0135
Third Floor	305	1,240	4	.0142	.0142
Third Floor	306	1,050	5	.0135	.0135
Third Floor	307	1,120	5	.0142	.0142
Third Floor	308	1,275	5	.0154	.0154
Third Floor	309	920	4	.0124	.0124
Third Floor	310	1,050	5	.0135	.0135
Third Floor	311	1,040	5	.0142	.0142
Third Floor	312	1,020	5	.0135	.0135
Third Floor	313	1,130	5	.0154	.0154
Third Floor	314	1,020	5	.0135	.0135
Third Floor	315	1,280	4	.0154	.0154
Third Floor	316	980	5	.0135	.0135

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase I
Building I					
Fourth Floor	401	1,040	5	.0135	.0135
Fourth Floor	402	1,040	5	.0135	.0135
Fourth Floor	403	1,040	5	.0142	.0142
Fourth Floor	404	1,040	5	.0135	.0135
Fourth Floor	406	1,040	5	.0135	.0135
Fourth Floor	407	1,130	5	.0154	.0154
Fourth Floor	409	930	4	.0124	.0124
Fourth Floor	410	1,060	5	.0135	.0135
Fourth Floor	411	1,030	5	.0154	.0154
Fourth Floor	412	1,020	5	.0135	.0135
Fourth Floor	413	1,160	5	.0154	.0154
Fourth Floor	414	1,020	5	.0135	.0135
Fourth Floor	415	1,280	4	.0154	.0154
Fourth Floor	416	970	5	.0135	.0135
Building I					
Fifth Floor	501	1,020	5	.0135	.0135
Fifth Floor	502	1,040	5	.0166	.0166
Fifth Floor	503	1,020	5	.0142	.0142
Fifth Floor	505	1,190	5	.0154	.0154
Fifth Floor	506	980	5	.0166	.0166
Fifth Floor	507	1,100	5	.0154	.0154

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase 1
Building 1					
Fifth Floor	510	1,050	5	.0142	.0142
Fifth Floor	511	1,020	5	.0154	.0154
Fifth Floor	512	1,020	5	.0142	.0142
Fifth Floor	513	1,150	5	.0154	.0154
Fifth Floor	514	1,030	5	.0142	.0142
Fifth Floor	515	1,300	4	.0166	.0166
Fifth Floor	516	970	5	.0142	.0142
Building 1					
Sixth Floor	601	980	5	.0154	.0154
Sixth Floor	603	1,030	5	.0166	.0166
Sixth Floor	607	1,110	6	.0166	.0166
Sixth Floor	610	1,050	5	.0166	.0166
Sixth Floor	612	1,400	6	.0166	.0166
					1.0000

The Fair Value Ratio Index of each Unit has been determined based upon the relation that the fair value of such Unit bears to the aggregate value of all Units. The table above sets forth Fair Value Ratio Indices for all Units in Phase 1. As the phase is added to the Condominium, the proportionate interests of all Units of the Condominium may then be calculated by dividing the Fair Value Ratio Index of each such Unit by the sum of the Fair Value Ratio Indices of all Units which will then have been added to the Condominium by the Developer.

SCHEDULE C - MASTER DEED
TABLE OF FAIR VALUE RATIO INDICES
FOR UNITS WHICH MAY BE ADDED TO THE CONDOMINIUM

Unit Type	Number of Rooms	Location	Fair Value Ratio Indices
Townhouse	6	Townhouse Building	.0175

SCHEDULE D

BY-LAWS
OF
REDSTONE COURT CONDOMINIUM ASSOCIATION

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BY-LAWS

OF

REDSTONE COURT CONDOMINIUM ASSOCIATION

ARTICLE I

The Condominium

Section 1. Organization of Unit Owners. These By-Laws have been enacted by and for the organization of unit owners (hereinafter referred to as the "Association") of Redstone Court Condominium, Boston, Massachusetts, (hereinafter referred to as the "Condominium"), the Condominium having been created by Master Deed of Kevin M. Smith, Trustee of Redford Street Realty Trust under Declaration of Trust dated August 27, 1984, recorded with Suffolk Registry of Deeds in Book 11123, Page 271 (hereinafter collectively referred to as the "Developer"), submitting land in Boston, Suffolk County, Massachusetts, as described in said Master Deed, (hereinafter referred to as the "Property"), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts. These By-Laws are to be recorded with the Suffolk County Registry of Deeds with the Master Deed.

Section 2. Name of Association. The Association shall be named and known as "Redstone Court Condominium Association".

Section 3. Purpose of Association. The Association is an association composed of the unit owners of the Condominium, and used by them to manage and regulate the Condominium. In no event shall the Association carry on a business for profit. Each unit owner, as defined in said Chapter 183A (hereinafter referred to as "unit owner" or collectively as "unit owners") shall have the same percentage interest in the Association as his respective interest in the common areas and facilities as provided in the Master Deed.

Section 4. Applicability of By-Laws. The provisions of these By-Laws, as they may be amended, shall govern the Association and shall apply to the Condominium and the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of units, and their respective agents and employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5. Property of Condominium. The term "Property" as used in these By-Laws shall include the land, the buildings and all other improvements and structures thereon (including the units and the common areas and facilities), and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A.

Section 6. Office. The offices of the Condominium, the Association and of the Managing Board shall be located at such location in Massachusetts, as may be selected from time to time by the Managing Board.

ARTICLE II

Managing Board

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by the Managing Board consisting of three persons. Until their successors shall have been elected by the unit owners, the Managing Board shall consist of Kevin M. Smith, Jane Gumble and Wayne F. Smith and/or such substitute persons as may be designated from time to time by the Developer. Notwithstanding the foregoing, upon the first to occur of (a) 120 days after seventy-five percent (75%) of the units of the Condominium (as the number of such units may be from time to time increased pursuant to the Master Deed) shall have been conveyed to unit owners by the Developer, its successors or assigns or (b) three years from the date of recording in Suffolk Registry of Deeds of the first deed of a unit of the Condominium, the Developer shall cause the aforenamed members of the Managing Board to resign. The successors of each of the resigning members shall be elected by the unit owners at a special meeting of the Association.

Section 2. Powers and Duties. The Managing Board shall represent and act for the Association in all matters. The Managing Board shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Managing Board. Such

powers and duties of the Managing Board shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

(a) Operation, care, upkeep and maintenance of the common areas and facilities.

(b) Determination of the common expenses required for the affairs of the Condominium and Association and maintenance of the Property.

(c) Collection of the common charges (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective unit owners) from the unit owners, including the Developer.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.

(e) Adoption and amendment of rules and regulations covering the details of the operations and use of the Property.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing of units at foreclosure or other judicial sales in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners.

(h) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Managing Board), or otherwise dealing with units or parking spaces acquired by, and subleasing units or parking spaces leased by the Association, or its nominee, corporate or otherwise, on behalf of all the unit owners.

(i) Organizing corporations or trusts to act as nominees of the Association in acquiring title to or leasing of apartment units on behalf of all unit owners.

(j) Obtaining of insurance pursuant to the provisions of Article V hereof.

(k) Making of repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(l) Making of repairs, additions and improvements to or alterations of the common areas and facilities.

(m) Purchasing or leasing or otherwise acquiring in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrendered by their owners to the Managing Board.

(n) Purchasing, leasing, or otherwise acquiring a unit for use by a resident superintendent or similar employee.

(o) Granting of permits, licenses and easements over the common areas for roads, utilities and other purposes reasonably necessary for the proper maintenance or operation of the Property.

Section 3. Managing Agent and Manager. The Managing Board may employ for the Association and Condominium a managing agent and/or a manager with competitive compensation and on such other competitive terms and conditions as the Managing Board deems in the best interest of the Condominium, to perform to the extent permitted by law, such duties and services as the Managing Board shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II, but excluding in any event all of the powers granted to the Managing Board by subdivisions (b), (e), (f), (g), (h), (i), (j), (m), (n) and (o) of said Section 2 of this Article II, which are reserved to the Managing Board. One or more members of the Managing Board may act as managing agent and/or manager or may be an officer, employee or have an interest in any corporation, partnership, trust or other entity employed by the Managing Board as managing agent and/or manager for the Condominium. Any agreement for management of the Association and Condominium must be terminable at will on ninety (90) days written notice, without penalty or payment of a termination fee, by either party. The maximum term for such an agreement may be three (3) years.

Section 4. Election and Term of Office. Subject to the provisions of Section 1 of this Article II, at the annual meeting of the unit owners as provided in Article III, the unit owners

shall elect by plurality vote members of the Managing Board who shall hold office for two (2) years or until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Managing Board. At any regular or special meeting of unit owners, any one or more of the members of the Managing Board (except those members named in Section 1 of this Article II or their substitutes) may be removed for cause by majority vote of the unit owners and a successor may then and there or thereafter be elected by majority vote of the unit owners to fill the vacancy thus created. Any members of the Managing Board whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Resignation. Any member of the Managing Board may resign at any time by an instrument in writing signed by him, and delivered to the remaining members of the Managing Board, or if there be none, to the unit owners.

Section 7. Vacancies. Subject to the provision of Section 1 of this Article II, vacancies in the Managing Board caused by any reason other than the removal of a member thereof by a vote of the unit owners (including resignation by a member), shall be filled at a special meeting of the unit owners called for such purpose.

Section 8. Acceptance of Membership on Managing Board. Each new member of the Managing Board shall execute an instrument in recordable form indicating his acceptance of election as a member of the Managing Board and all trusts imposed hereby and thereby agreeing to be bound by the provisions of these By-Laws.

Section 9. Organization Meeting. The first meeting of the members of the Managing Board shall be held immediately following the annual meeting of the unit owners, at such time and place as shall be fixed by the unit owners at the meeting at which such Managing Board shall have been elected, and no notice shall be necessary to the newly elected members of the Managing Board in order legally to constitute such meeting, providing a majority of the whole Managing Board shall be present thereat.

Section 10. Regular Meetings. Regular meetings of the Managing Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings of the Managing Board shall be given to each member thereof by telephone, mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Managing Board may be called by the President upon two (2) business days' notice to each member thereof, given by telephone, mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Managing Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members thereof.

Section 12. Waiver of Notice. Any member of the Managing Board may, at any time, waive notice in writing, of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Managing Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Managing Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum of Managing Board. At all meetings of the Managing Board a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Managing Board present at a meeting at which a quorum is present shall constitute the decision of the Managing Board.

Section 14. Fidelity Bonds.

(a) The Managing Board shall maintain in force fidelity bonds or insurance in an amount based on the best business judgment of the Board, but not less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or management agent, as the case may be, at any given time during the term of each bond, but not less than three (3) months' aggregate assessments on all units plus reserves, for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

(b) All fidelity bonds shall (i) name Redstone Court Condominium Association, as an obligee, (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions, (iii) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, to the Managing Board as Insurance Trustee and to each Listed Mortgagee, and (iv) comply with the requirements for such bonds or insurance of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA), so long as it is the mortgagee of any unit in the Condominium.

Section 15. Compensation. No member of the Managing Board shall receive any compensation from the Association for acting as such.

Section 16. Liability of the Managing Board. The members of the Managing Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Managing Board against all contractual liability to others arising out of contracts made by the Managing Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Managing Board shall have no personal liability with respect to any contract made by them on behalf of the Association and Condominium other than their respective liability as unit owners, if any. It is also intended that the liability of any unit owner arising out of any contract made by the Managing Board or out of the aforesaid indemnity in favor of the members of the Managing Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests. Every agreement made by the Managing Board or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Managing Board or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests.

Any instrument signed by a majority of the members of the Managing Board as they then appear of record and duly attested as the act of the Association may be relied on as conclusively establishing that such instrument was the free act of the Association, and shall be binding upon the Association. No purchaser, mortgagee, lender or other person dealing with the Managing Board, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then members of the Managing Board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Managing Board and of any changes therein.

ARTICLE III

Unit Owners

Section 1. Annual Meetings. The first annual meeting of the unit owners shall be held on the twelfth day of September, 1987 and, thereafter, the annual meetings of the unit owners shall be held on the second Tuesday in September of each succeeding year, on a call issued by the President. Subject to the provisions of Section 1 of Article II, at such meeting the members of the Managing Board shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the Condominium or at such other suitable place in Massachusetts convenient to the unit owners as may be designated by the Managing Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if required by these By-Laws or, in any event, if so directed by resolution of the Managing Board or upon a petition signed and presented to the Secretary by not less than twenty (20) percent of the unit owners. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the unit owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each person appearing in the records of the Association as an owner of a unit in the Condominium, at the Condominium or at such other address as such unit owner shall have designated by notice in writing to the secretary and to each Listed Mortgagee. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notice of a meeting need not be given to a unit owner if a written waiver thereof, executed before or after the meeting by such unit owner or his duly authorized attorney, is filed with the records of the meeting.

Section 5. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call.

(b) Proof of notice of Meeting.

(c) Reading of minutes of preceding meeting.

(d) Financial Report.

(e) Reports of officers.

(f) Report of Managing Board.

(g) Reports of committees.

(h) Election of inspectors of election (when so required).

(i) Election of members of the Managing Board (when so required).

(j) Unfinished business.

(k) New business.

Section 6. Voting and Other Action by Unit Owners. All unit owners and persons duly acting as proxies for unit owners may be present at any meeting of the unit owners. The owner or owners of each unit shall be entitled at all meetings of unit owners to cast the vote attributed to such unit as provided in this Article III. If a unit is owned by two or more persons, any one of such persons may act for all of such owners unless one of such owners objects, in which case the vote attributed to such unit shall not be counted for any purpose, provided however that the owners of a unit may divide between themselves the percentage rate attributed to such unit, as set forth in a written statement containing the signature of all such owners and their acknowledgement before a notary public, and any such statement shall be recognized at any meeting of unit owners until revoked in like manner.

For all purposes of these By-Laws, including every action on which there is a vote of the unit owners and every other occasion on which there is any other kind of action taken or approved by a designated percentage of the unit owners, the votes, approvals or consents of the unit owners shall be weighted by attributing to each unit the same percentage as the respective unit owner's percentage interest in the common areas and facilities. As used in these By-Laws any stated percentage of the unit owners shall mean the then owners of that percentage in the aggregate of the undivided ownership of the common areas and facilities of the Condominium.

The unit owners shall transact the business of the Association at a duly called meeting, except that any action to be taken by the unit owners may be taken without a meeting if all unit owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of unit owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 7. Proxies and Fiduciaries. Any person designated by a unit owner or owners to act as proxy on his or their behalf, shall be entitled to act for the unit owner on all matters concerning the Association and the Condominium within the authority granted by the proxy and until the proxy expires or is revoked, including casting the vote attributed to the unit at any meeting of the unit owners. The designation of any proxy by a unit owner shall be made in writing to the Secretary and shall be revokable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be entitled to vote and take all actions pursuant to these By-laws with respect to any unit owned in a fiduciary capacity. All designations and other notices under this paragrapn shall contain the acknowledgement of the signatory before a notary public.

If a Listed Mortgagee gives written notice to the Managing Board that there is a default in the mortgage on a unit held by it, then such Listed Mortgagee shall be recognized as the proxy of the unit owner of such unit for all matters concerning the Condominium and Association until the Listed Mortgagee revokes the same by written notice to the Managing Board, or such mortgage is discharged of record, provided, however, that if the Listed Mortgagee is not represented at a meeting of unit owners, then the unit owner may, notwithstanding the foregoing, cast the vote attributable to his unit.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of more than fifty percent (50%) of the unit owners shall constitute a quorum at all meetings of the unit owners.

Section 9. Majority Vote. The vote of more than fifty percent (50%) of the unit owners present in person or by proxy at a meeting of the unit owners shall be a "majority vote of the unit owners" as used in these By-Laws and shall be binding upon all unit owners for all purposes except where in the Master Deed or these By-Laws or by law a higher percentage vote is required.

ARTICLE IV

Officers

Section 1. Designation. The officers of the Association shall be the President, Treasurer and Secretary, all of whom shall be elected by the Managing Board and shall be members of the Managing Board.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Managing Board at the organization meeting of each new Managing Board and shall hold office at the pleasure of the Managing Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Managing Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Managing Board, or at any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Managing Board. The President shall have the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the President is unable to act at any time, the Managing Board shall appoint some other member of the Managing Board to act in the place of the President, on an interim basis.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Managing Board; he shall have charge of such books and papers as the Managing Board may direct; and he shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Managing Board.

Section 7. Agreements, Contracts, Deeds, Checks, etc. Except as otherwise authorized by the Managing Board, all agreements, contracts, leases, checks and other instruments of the Association shall be executed by, and payment vouchers shall be approved by, any two officers of the Association.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Condominium

Section 1. Determination of Common Expenses and Fixing of Common Charges. The fiscal year of the Condominium shall be the calendar year. The Managing Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated amount of the monthly common charges payable by the unit owners (including the Developer) to meet the common expenses of the Condominium, and assess such common charges among the unit owners (including the Developer) according to their respective percentage interests in the common areas and facilities. The common expenses shall include, among other things, fuel, electricity and water for the operation of the common areas and facilities, and the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Managing Board pursuant to the provisions of Sections 2 and 3 of this Article V. The common expenses shall also include such amounts as the Managing Board shall deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for a reserve fund for periodic maintenance, repair and replacement of improvements to the common areas the Condominium Association is obligated to maintain, and to make up any deficit in the common expenses for any prior year. The common charges shall first be determined upon the recording of these By-Laws and the reserve fund shall be maintained out of regular assessments for common expenses. The Managing Board shall advise all unit owners promptly in writing of the amount of common charges payable by each of them, respectively, as determined by the Managing Board, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and, if requested, to their respective mortgagees. In addition, a working capital fund shall be established equal to two (2) months' estimated common charges for each unit in the Condominium, said fund to be maintained in a segregated account for the use and benefit of the Association. At the time each unit owner acquires his unit he shall pay two months' common area charge to the Condominium Association to maintain the working capital account. Amounts paid into the working capital fund are not advance payments of the regular common charges.

Section 2. Casualty Insurance. The Managing Board shall obtain and maintain to the extent obtainable and permitted by applicable law, fire with extended coverage insurance and

insurance against all perils which are customarily covered by the standard "all risk" endorsement and such other perils as are customarily covered with respect to projects similar in construction, location and use, insuring the Property, including, without limitation, common areas and facilities, all of the units with all fixtures, additions, alterations and improvements thereof, but not including any furniture, furnishings, household and personal property belonging to and owned by individual unit owners, in an amount at least equal to the full replacement value thereof (as determined by the Managing Board at least annually) without deduction for depreciation, such insurance to name the Association as Insurance Trustee for the use and benefit of all unit owners and their unit mortgagees, as their interest may appear, with loss payable to and adjusted by the Association as insurance trustees in accordance with the provisions of these By-Laws.

To the extent available, policies for such casualty insurance shall be written or reinsured by an authorized carrier which has a current rating provided by Best's Insurance Reports of B/VI or better (or a current rating of Class V provided it has a general policyholders rating of at least A) and shall provide: (i) that the company waive any right of subrogation against the Managing Board, its agents and employees, unit owners, their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any unit owners or occupants or any other person or firm (including employees and agents of Managing Board) when such act or neglect is not within the control of the Managing Board (or unit owners collectively), or by failure of the Managing Board (or unit owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Managing Board (or unit owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all unit owners and Listed Mortgagees of the units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual unit owners covering their own units; (v) if available that the company shall waive any right it may have under the policy to repair or restore damage should the unit owners elect to terminate the Condominium because of such damage; and (vi) that the company recognize any Insurance Trust Agreement the Association may establish.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the owners and Listed Mortgagees of each unit.

The Managing Board shall obtain at least once every two (2) years an independent appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 4 of this Article, insurance proceeds received by the Managing Board shall be held in trust in an identified and segregated fund for the benefit of the unit owners and their unit mortgagees. If the cost of restoring the common areas and facilities is estimated by the Managing Board to exceed the sum of Ten Thousand ($10,000.00) Dollars then the Managing Board shall give written notice of such loss to all Listed Mortgagees, and, in addition, if the cost of restoration of any unit is estimated by the Managing Board to exceed Two Thousand Five Hundred ($2,500.00) Dollars, then the Managing Board shall give written notice of such loss to the Listed Mortgageee holding the mortgage on that unit.

Each unit owner shall have the duty promptly to report to the Managing Board any improvements made by the unit owner to his unit so that the Managing Board may obtain necessary additional insurance coverage as required by these By-Laws, and the unit owner shall pay the cost of the additional insurance, if any, resulting from said improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Property exceeds the available insurance proceeds and such excess is the result of a lack of insurance coverage caused by the failure of a unit owner to notify the Managing Board of improvements made by him to his unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the unit owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a unit owner failing to report improvements as aforesaid shall be determined by the Managing Board.

Section 3. Other Insurance. The Managing Board shall obtain and maintain, to the extent obtainable: (i) public liability insurance in such limits as the Managing Board may, from time to time, determine, but always to exceed a minimum of One Million ($1,000,000) Dollars per occurrence, covering the Association, each member of the Managing Board, the managing agent, the manager and each unit owner with respect to liability for personal injury, deaths and/or property damage arising out of ownership, maintenance or repair of those portions of the Property not reserved for exclusive use by the owner or owners of

a single unit and for legal liability arising out of lawsuits related to employment contracts with the Association, such insurance to provide for cross claims by the co-insureds and to include a "severability of interest" endorsement precluding the insurer from denying the claim of any insured party because of negligent acts of any co-insured, said policies not to be cancelled or substantially modified without at least 20 days written notice to the Association, each unit owner and each Listed Mortgagee; (ii) workers' compensation insurance; (iii) fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association, in accordance with the provisions of Section 14 of Article II hereof; (iv) a "blanket" policy of flood insurance on the condominium project, in an amount equal to 100% of the current "replacement cost" of all buildings and other insurance property within any portion of the Condominium located within a designated flood hazard area or the maximum limit of insurance available under the National Flood Insurance Act of 1968, as amended, whichever is less, if the area in which the Condominium is located has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards; and (v) such other insurance as the Managing Board may determine. Each insurance policy provided for in these By-Laws shall be written by an insurance carrier which is specifically licensed or authorized by law to transact business within the Commonwealth of Massachusetts and which satisfies the minimum financial rating and all other requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA), so long as it is the mortgagee of any unit in the Condominium.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the common areas and facilities of the Condominium as a result of fire or other casualty (unless the casualty exceeds ten percent (10%) of the value of the Property prior to the casualty and seventy-five percent (75%) or more of the unit owners agree not to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Insurance Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Managing Board as

trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Managing Board on account thereof, shall be prior to the application of such proceeds for any other purposes.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Insurance Trustees shall allocate the available proceeds between common areas and facilities and units (or unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all unit owners, as a common expense, for the amount estimated to repair or restore the common areas and facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the owners of a unit or units in which a loss has occurred for the amount estimated to repair or restore said unit or units in excess of the insurance proceeds available therefor.

Whenever the estimated cost of repair or restoration exceeds as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Seventy Five Thousand ($75,000.00) Dollars with respect to the common areas and facilities and Ten Thousand ($10,000.00) Dollars with respect to any one unit, then the Managing Board shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a unit owner or an employee or agent of any unit owner or a member of an employee or agent of any member of the Managing Board or the Manager, or any employee or agent of the Manager, to supervise the work of repair or restoration and no sums shall be paid to supervise the work of repair or restoration and no sums shall be paid by the Managing Board on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofor advanced, does not exceed the undisoursed proceeds of insurance as augmented by funds obtained by an assessment or assessments levied or chargeable to the unit owners as a common expense or to the owners of units damaged or destroyed.

The Managing Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property without having first adjusted the loss or obtained proceeds of insurance.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Managing Board, divided among all the unit owners in proportion to their respective interests in the common areas and facilities; provided however, that if such excess proceeds are divided among the unit owners, distribution thereof shall be made first to the holders of first mortgages on units, if any, to the extent of the amounts respectively secured thereby.

If a loss to the common areas and facilities due to a casualty exceeds ten percent (10%) of the value of the Property and if within one hundred twenty (120) days of the date of such loss, seventy-five percent (75%) or more of the unit owners agree not to proceed with repair or restoration, and the Property shall be subject to partition and net proceeds of a partition sale together with common funds of the Association and Condominium shall be divided all as provided by law, distribution thereof to be made first to the holders of first mortgages on units, if any, to the extent of the amounts respectively secured thereby.

Section 5. Payment of Common Charges. All unit owners (including the Developer) shall be obligated to pay the common charges assessed by the Managing Board pursuant to the provisions of these By-Laws at such time or times as the Managing Board shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Managing Board, provided that his unit is free and clear of liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, convey his unit; together with its interest in the common areas and facilities, to the Association, or its nominee, corporate or otherwise, and shall be exempt from common charges thereafter assessed. Any delinquent charges extinguished by foreclosure of a municipal lien or first mortgage may thereafter be reallocated to all unit owners as a common expense, and no sale or transfer of a unit pursuant thereto, shall relieve the purchaser or transferee of liability for, or relieve the unit of the statutory lien securing payment of, common charges thereafter assessed.

Section 6. Collection of Assessments. The Managing Board shall assess common charges against the unit owners from time to

time and at least annually and shall take prompt action to collect any common charges due from any unit owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 7. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Association the common charges as determined by the Managing Board, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Managing Board in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien to the extent provided by law. The Managing Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit as provided by law. Any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid assessments shall be subordinate to the first mortgage of any unit to the extent permitted by applicable law.

Section 8. Statement of Common Charges. The Managing Board shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner in form suitable for recording and the same when executed by two members of the Managing Board and recorded in the Suffolk Registry of Deeds shall operate to discharge the unit from any lien for any other sums then unpaid.

Section 8A. Utilities. Charges for fuel, electricity, water, sewer and fire pipe for common elements shall be a common expense. Each unit owner shall be directly and solely responsible to the utility companies furnishing electricity and fuel for payment of all charges arising from the utilities separately metered and used in said unit, as determined and billed by such companies.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Managing Board or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed shall give the Managing Board the right, in addition to any other rights set forth in these By-Laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any common areas and facilities contained therein), shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities, that his failure so to do may engender. All maintenance, repairs and replacements to the common areas and facilities, whether located inside or outside of the units, shall be made by the Managing Board and be charged to all the unit owners as a common expense (provided however that where necessitated by the negligence or misuse of a unit owner, such expense shall be charged to such unit owner). Notwithstanding the foregoing, subject to the direction of the Managing Board, each unit owner shall be responsible for ordinary maintenance of any terrace which such unit owner is entitled to use on an exclusive basis. Further, the owner of each unit shall be solely responsible for the maintenance, repair, and replacement of all storm windows and screens, if any, on all windows of such unit.

Without limiting the generality of the foregoing, each unit owner shall be solely responsible for the maintenance, repair and replacement of the heating and air conditioning system located within and exclusively serving his unit. Each unit owner shall have a right of access to said system and pipes for purposes of such maintenance, repair and replacement, subject to the provisions of Section 15 of this Article.

Section 11. Restrictions on Use of Units and Common Areas. In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The intended use of the buildings and units in the Condominium is for residential purposes.

(b) No unit owner shall cause or permit to exist in his unit, nor shall he cause or permit any occupant of his unit or invitee to cause anywhere in or about the Property, any nuisance, any offensive noise, odor or fumes or any hazard to health.

(c) No unit shall be used for any purpose prohibited by any law, rule, regulation or ordinance of any federal, state or local governmental authority or the Redstone Court Condominium Association and regulations which may be adopted pursuant hereto.

(d) The use of any terrace which a unit owner is entitled to use on an exclusive basis shall be subject to such reasonable rules and regulations as may be established by the Managing Board.

The use restrictions set forth in this Section shall be for the benefit of all of the unit owners and the Redstone Court Condominium Association and shall be administered on behalf of said owners by the Managing Board of said Redstone Court Condominium Association. The restrictions shall be enforceable solely by such Managing Board insofar as permitted by law, and shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of these use restrictions, except such as occur during his or her ownership of a unit.

Section 12. Additions, Alterations or Improvements by Managing Board.

(a) If fifty percent (50%) or more but less than seventy-five percent (75%) of the unit owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.

(b) Seventy-five percent (75%) or more of the unit owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any unit owner not so agreeing may apply to the superior court of the county in which the Property is located, on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners. Subject to the provisions of Paragraph 14 of the Master Deed, no unit owner shall make any addition, alteration or improvement of a structural nature in or to his unit and no unit owner shall make any exterior alteration or addition (including painting, awnings, grills, and the like), without in each instance submitting a plan and/or drawing of such alterations or additions to the Managing Board for the Managing Board's approval of such alteration or addition, such approval not to be unreasonably withheld. If such additions, alterations, or improvements partition or subdivide the unit, the unit owner

shall also obtain the prior written approval of at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Developer) of the individual condominium units. Any necessary application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit approved by the Managing Board, will be executed by the Managing Board if required by the governmental authority. The Managing Board shall not in any event incur any liability to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The unit owner making such additions, alterations or improvements shall bear the full cost thereof including any expense incurred by the Managing Board in the review of the plans and specifications therefor, including reasonable attorneys' fees. Any addition, alteration or improvement to a unit which results in a change in the physical configuration of that unit or common areas from that shown on the revised floor plans filed with the Master Deed, shall be shown on a revised floor plan of said unit prepared at the sole expense of such unit owner and recorded with Suffolk County Registry of Deeds with the recording reference thereto noted on said Master Deed. All work performed in any unit shall comply with the limitations of the Master Deed.

Section 14. Use of Common Areas and Facilities. A unit owner shall not place or cause to be placed in the stairways or other common areas or facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry passages, stairways, corridors, and halls, shall be used for no purpose other than for normal transit through them.

Section 15. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Managing Board, the manager or the managing agent, for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas or facilities in his unit or elsewhere in the Condominium, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

Mortgages

Section 1. Notice to Board. A Unit Owner, who mortgages his unit, shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board. The Board shall cause such information to be maintained in a book entitled "Mortgages of Units".

Section 2. Listed Mortgagee. As used in these By-Laws, "Listed Mortgagee" shall mean a mortgagee holding a first mortgage of record on a unit of which the unit owner affected or such mortgagee has given the Board written notice specifying the address to which notices are to be sent in all instances when written notice is required by these By-Laws to be sent to a Listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

Section 3. Notices to Eligible Entities. The Board, whenever so requested in writing by a holder, insurer or guarantor of a first mortgage of a unit ("eligible entities"), shall promptly report or cause to be reported to the eligible entities any of the following: (a) unpaid assessments of common charges due from, or any other default by, the owner of the mortgaged unit; (b) any condemnation loss or casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held by such eligible entity; (c) any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 6.

Section 4. Notice of Default to Listed Mortgagees. When a unit owner is given notice of a default in paying any assessments or charges, or if said delinquency or other default remains uncured for 60 days, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagees of such units.

Section 5. Assignment by Unit Owner of Rights and Options. The right of any unit owner to vote to grant or withhold any consent, and to exercise any other right or option herein granted to a unit owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by a Listed Mortgagee setting forth the terms of such assignment.

Section 6. Rights of Listed Mortgagees. To the extent permitted by applicable law, Listed Mortgagees shall also be afforded the following rights:

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specification, unless other action is approved by at least fifty-one percent (51%) of the Listed Mortgagees;

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in the condemnation of the Property shall require the approval of seventy-five percent (75%) of the unit owners and the holders of all liens upon any of the units affected by termination of the legal status of the Condominium.

(c) No reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Listed Mortgagees on all remaining units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Listed Mortgagees;

(d) When professional management has been previously required by any eligible entity, whether such entity became an eligible at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of at least fifty-one percent (51%) of the Listed Mortgagees.

Section 7. Liability for Unpaid Dues or Charges Upon Foreclosure. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 8. Liens Relating to Individual Condominium Units. All taxes, assessments and charges which may become liens prior

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

ARTICLE VII

Purchase of Units

Section 1. Purchase of Unit By Managing Board. The Association or its nominee, may purchase by and through the Managing Board any unit directly from the unit owner or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of all of the unit owners.

Section 2. Financing of Purchase of Units by Managing Board. Acquisition of units by the Managing Board, or its nominee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Managing Board, or if such funds are insufficient, the Managing Board may levy an assessment against each unit owner in proportion to his ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 5 and 6 of Article V, or the Managing Board, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with its interest in the common areas and facilities, so to be acquired by the Managing Board.

Section 3. Waiver of Right of Partition with Respect to such Units Acquired by the Managing Board. In the event that a unit shall be acquired by the Managing Board, or its nominee, on behalf of all unit owners, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Managing Board. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Managing Board shall arrange for the repair and restoration of such common areas and facilities, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration

in appropriate progress payments, provided, however, that no consent of a unit owner of a unit encumbered by a first mortgage to a Listed Mortgagee shall be deemed effective for the foregoing purpose without the written consent of such Listed Mortgagee. In the event that such approvals and consents are not obtained within ninety (90) days, then the Managing Board shall, to the extent permitted by law, disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 4 of Article V of these By-Laws. Where, as a result of a partial taking, any unit is decreased in size or where the number of units is decreased, then the Managing Board may make such provision for realignment of the percentage areas in the common areas and facilities as shall be just and equitable, subject to the prior approval of Listed Mortgagees holding mortgages on all remaining units (whether existing in whole or in part), and which have at least fifty-one percent (51%) of the votes of such remaining units subject to mortgages held by eligible entities. The Managing Board shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlement or agreements with the condemning authority for acquisition of common areas or part thereof.

ARTICLE IX

Records

Section 1. Records. The Managing Board shall keep or cause to be kept and shall make available, upon request, during normal business hours, to unit owners, lenders, and eligible entities, current copies of detailed records of the actions of the Managing Board, minutes of the meetings of the Managing Board and of unit owners, the Master Deed, these By-Laws and other rules concerning the Condominium, and the financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Managing Board to all unit owners written thirty (30) days after the close of each fiscal year of the Association.

Section 2. Audits. Eligible entities, as defined in Article VI, Section 3, shall be entitled, upon written request, to an audited financial statement as required by the Federal National Mortgage Association to be furnished within a reasonable time following such request.

ARTICLE X

Miscellaneous

Section 1. Notice. All notices hereunder shall be sent by registered or certified mail return receipt requested to the Managing Board, to the office of the Managing Board or to such other address as the Managing Board may hereafter designate from time to time, by notice in writing to all unit owners and to all Listed Mortgagees. All notices to any unit owner shall be delivered in hand or shall be sent by registered or certified mail return receipt requested to the Condominium or to such other address as may have been designated by the unit owner from time to time, in writing, to the Managing Board. All notices to a Listed Mortgagee shall be sent by registered or certified mail return receipt requested to the address first given to the Managing Board or to such other address as may be designated by the Listed Mortgagee from time to time, in writing, to the Managing Board. All notices shall be deemed to have been given when so mailed, except notices of change of address which shall be deemed to have been given when received, and except to the extent that other means of giving notice are expressly provided in these By-Laws.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. 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 these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine or neuter gender and the use of the singular shall be deemed to include the plural, whenever the context or circumstances so require.

Section 5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Chapter 183A. All references in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be to said Chapter as amended to the date of recording of the Master Deed creating the Condominium.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by majority vote of the unit owners, provided, however, that a vote of sixty-seven percent (67%) or more of the unit owners, and fifty-one percent (51%) of the Listed Mortgagees shall be necessary to modify or amend any material provisions which establish, provide for, govern or regulate any of the following:

(a) Voting;

(b) Assessments, assessment liens or subordination of such liens;

(c) Reserves for maintenance, repair and replacement of the common areas;

(d) Insurance or Fidelity Bonds;

(e) Rights to use of the common areas;

(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) Boundaries of any unit;

(i) The interests in the common areas;

(j) Convertibility of units into common areas or of common areas into units;

(k) Leasing of units;

(l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;

(m) Any provisions which are for the express benefit of mortgage holders, Listed Mortgagees or Eligible entities.

Section 2. Nature of Amendments. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

Section 3. Listed Mortgagee's Failure to Respond to Vote. A Listed Mortgagee who receives a written request from the Association to approve modifications or amendments to the By-Laws who does not deliver or post to the Association a negative response within 30 days shall be deemed to have approved such a request.

Section 4. Special Amendment. The Developer reserves the right and power to record a special amendment ("Special Amendment") to these By-Laws at any time and from time to time which amends these By-Laws:

(i) to comply with requirements of the Federal National Mortgage Association, the Government 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,

(ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownerships,

(iii) to bring these By-Laws into compliance with Chapter 183A of the General Laws of The Commonwealth of Massachusetts, or

(iv) to correct clerical or typographical errors in these By-Laws or any exhibit hereto or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortage, trust deed, 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 Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under this section shall be automatically assigned by the Developer to the Board of Managers of the Condominium Association at such time as the Developer no longer holds or controls title to any Unit.

ARTICLE XII

Conflicts

Section 1. Conflicts. These By-Laws are intended to comply with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts and said Master Deed, as it may be amended. In case any of these By-Laws conflict with the provisions of said Chapter or of Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

ARTICLE XIII

Federal Home Loan Mortgage Corporation (FHLMC), and Federal National Mortgage Association (FNMA) Requirements

Section 1. So long as FHLMC or FNMA is the holder of any mortgage of any unit in the Condominium the following provisions shall apply and shall govern if in conflict with any other provision of the Master Deed or By-Laws.

Section 2. There shall be no "right of first refusal" contained in the condominium constituent documents.

Section 3. Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, will not be liable for such unit's unpaid dues or charges, which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 4. Except as provided by statute, in case of condemnation or substantial loss to the units and/or common elements of the Condominium unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the Condominium Association is not entitled to:

a. By act or omission, seek to abandon or terminate the condominium project;

b. Change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

c. Partition or subdivide any condominium unit;

d. By act or omission, seek to abandon, partition, subdivide, sell or transfer the common elements (the granting of easements for public utilities or for other public elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

e. 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.

Section 5. No Condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

Section 6. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be paid in regular installments rather than by special assessment.

Section 7. A first mortgagee, upon request, is entitled to written notification from the Condominium Association of any default in the performance by the individual unit Borrower of any obligation under the condominium documents which remains uncured for a period of sixty (60) days.

Section 8. Any agreement for professional management of the Condominium or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party after three (3) years without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 9. The following insurance coverages shall apply:

a. Multi-peril insurance, with proper mortgagee endorsements on each policy certificate, covering the entire Condominium on a replacement cost basis in amount not less than one hundred percent (100%) of the insurable value thereof;

b. A comprehensive policy of public liability insurance covering all of the common elements, common area spaces and public ways in the condominium project, which policy must contain a "severability of interest" endorsement and provide for liability coverage of at least $1,000,000 per occurrence for personal injury and/or property damage.

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REDSTONE COURT CONDOMINIUM
AMENDMENT TO MASTER DEED CREATING PHASE 2
AND CORRECTIVE AMENDMENT TO MASTER DEED
RELATING TO PHASE 1

SUFFOLK REGISTRY OF DEEDS
RECEIVED & EXAMINED

MAR 10 3 48 PM '91

REGISTER

Kevin M. Smith, Trustee of Redford Street Realty Trust under Declaration of Trust dated August 27, 1984, recorded with Suffolk Registry of Deeds in Book 11123, Page 271 (hereinafter referred to as the "Developer" being the grantor in the Master Deed Creating Phase 1 of Redstone Court Condominium, which Master Deed is dated September 30, 1986 and recorded with said Deeds in Book 12920, Page 120, (the "Master Deed"), and being the holder of the right (a) to construct an additional building located and shown as the Townhouse Building (as defined in the Master Deed) on the Site Plan (as defined in the Master Deed), and any roads, driveways, walkways, parking areas, trash storage areas, mailboxes, pipes, conduits and wires as may be appurtenant thereto (b) to occupy, manage, repair and renovate the Townhouse Building and appurtenances prior to the addition of such building to the Condominium and (c) to add the Townhouse Building and appurtenances to the Condominium in the manner provided in the Master Deed, does hereby amend said Master Deed, in accordance with Section 15 of the Master Deed, to submit said Townhouse Building, and all parking areas, driveways, easements, rights and appurtenances relating thereto, to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, and adds the Townhouse Building, improvements, structures, easements, rights and appurtenances as Phase 2 of Redstone Court Condominium, to be governed by and subject to the provisions of said Chapter 183A. (Phases 1 and 2 are hereinafter collectively referred to as the "Condominium"). The land on which said Townhouse Building is located has been previously submitted to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts and added to the Condominium pursuant to the provisions of the Master Deed.

1. Description of Building. In addition to the units of Phase 1 of the Condominium described in the Master Deed, the units of the Condominium shall include those within the Townhouse Building, said Townhouse Building being shown on the Site Plan as the same may be amended in accordance with the Master Deed. Phase 2 of the Condominium consists of ten (10) units in one building located at 85 Brainerd Road, Boston, Massachusetts, said building and units being designated as follows:

Building	Number of Units	Unit Designations
Townhouse Building	10	1 through 10

The Townhouse Building is a three-story building of wood frame construction, fiberglass-asphalt shingle roof on wood frame members with concrete foundations.

2. Description of Units and Interest In Common Areas. The unit designation of each unit in Phases 1 and 2 of the Condominium, a statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities (including changes in that interest upon amendment of the Master Deed pursuant to Section 15 of the Master Deed and a statement of the method of establishing such changes in interest) are set forth in Schedule B attached hereto and made a part hereof, which Schedule is hereby substituted for Schedule B of the Master Deed. The proportionate interests set forth in the revised Schedule B annexed hereto have been calculated in accordance with the provisions of the Master Deed and Mass. G.L. c. 183A.

3. Boundaries of Units. The boundaries of each of the units are as set forth in the Master Deed.

4. Designation of Common Areas and Facilities. The common areas and facilities of the Condominium are as set forth in Paragraph 4 of the Master Deed.

5. Unit Appurtenances. All of the units will be conveyed together with their respective undivided interest in the common areas and facilities as set forth in Schedule B annexed hereto, as the same may be amended in accordance with the provisions of said Schedule and the Master Deed, and otherwise in accordance with the provisions of Section 5 of the Master Deed.

6. Condominium Plans. A set of floor plans in two (2) pages, entitled "Phase 2 Redstone Court Condominium, 85 Brainerd Road, Brighton, Massachusetts" and dated October 28, 1986 prepared by Boston Architectural Team, Inc., of the Townhouse Building is filed herewith and made a part hereof, which plans show the layout, location, unit numbers and dimensions of all units in the Townhouse Building in Phase 2 of the Condominium as built.

7. Condominium Association. The unit owners will manage and regulate the Condominium through an organization of unit owners to be known as Redstone Court Condominium Association, which has been enacted and is to be governed by the By-Laws recorded with the Master Deed.

8. Incorporation of Provisions of Master Deed. Each of the units in Phase 2 of the Condominium shall be subject to the provisions of the Master Deed and the By-Laws annexed thereto as fully as if said provisions were set forth herein.

9. Corrective Amendment to Master Deed Relating to Phase 1. Paragraph 16 of the Master Deed reserves to the Developer the right to record a special amendment to the Master Deed to correct clerical errors in the

Master Deed or in any exhibit thereto. In accordance with said paragraph 16, the Developer hereby amends the Master Deed to correct the clerical error appearing on the Phase 1 Floor Plans by inserting the word "dimensions" after the word "layout" in the verified statement of the registered architect which statement appears on each of the seven (7) pages of the Phase 1 Floor Plans. In all other respects the provisions of said Master Deed are hereby ratified and confirmed.

EXECUTED UNDER SEAL the 25th day of November, 1986.

Kevin M. Smith, as Trustee
of Redford Street Realty
Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. ~~November~~ March 9, 1987

Then personally appeared the above-named Kevin M. Smith, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

Notary Public: Jane Wallis Sumole
My Commission Expires: 5/19/89

The undersigned Robert J. Verrier, Registered Architect, was the signatory of said verified statement on each of the seven (7) pages of said Phase 1 Floor Plans and hereby joins in this Amendment for the sole purpose of certifying, pursuant to Section 9 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts that the Phase 1 Floor Plans do fully and

accurately depict the dimensions of the units of Redstone Court Condominium, Phase 1, as built.

EXECUTED UNDER SEAL the 25th day of November, 1986.

Robert J. Verrier
Registered Architect

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Nov. 25, 1986

Then personally appeared the above-named Robert J. Verrier, and acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public

My Commission Expires:
12/23/88

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of $ 200 has been paid with respect to the 10 unit of the condominium described in this master deed/declaration.

Collector-Treasurer

SCHEDULE B

PHASE 1 & 2 - REDSTONE COURT CONDOMINIUM

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase 1&2
Building 1					
First Floor	101	1,110	5	.0135	.0115
First Floor	102	1,090	5	.0135	.0115
First Floor	103	1,000	5	.0135	.0115
First Floor	104	1,160	5	.0135	.0115
First Floor	106	1,160	5	.0135	.0115
First Floor	107	1,060	5	.0135	.0115
First Floor	108	1,250	5	.0142	.0121
First Floor	109	1,130	5	.0135	.0115
Building 1					
Second Floor	201	1,100	5	.0142	.0121
Second Floor	202	1,050	5	.0135	.0115
Second Floor	203	1,190	5	.0142	.0121
Second Floor	204	1,195	5	.0142	.0121
Second Floor	205	1,180	5	.0142	.0121
Second Floor	207	1,220	5	.0142	.0121
Second Floor	209	1,060	4	.0124	.0106
Second Floor	210	1,130	5	.0135	.0115
Second Floor	211	1,150	5	.0142	.0121
Second Floor	212	985	5	.0135	.0115
Second Floor	213	1,160	5	.0142	.0121
Second Floor	214	1,000	5	.0135	.0115

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase1&2
Building 1					
Second Floor	215	1,250	4	.0154	.0131
Second Floor	216	1,000	5	.0135	.0115
Building 1					
Third Floor	301	1,040	5	.0135	.0115
Third Floor	302	1,020	5	.0135	.0115
Third Floor	303	1,020	5	.0135	.0115
Third Floor	304	1,020	5	.0135	.0115
Third Floor	305	1,240	4	.0142	.0121
Third Floor	306	1,050	5	.0135	.0115
Third Floor	307	1,120	5	.0142	.0121
Third Floor	308	1,275	5	.0154	.0131
Third Floor	309	920	4	.0124	.0106
Third Floor	310	1,050	5	.0135	.0115
Third Floor	311	1,040	5	.0142	.0121
Third Floor	312	1,020	5	.0135	.0115
Third Floor	313	1,130	5	.0154	.0131
Third Floor	314	1,030	5	.0135	.0115
Third Floor	315	1,280	4	.0154	.0131
Third Floor	316	980	5	.0135	.0115

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase 1&2
Building 1					
Fourth Floor	401	1,040	5	.0135	.0115
Fourth Floor	402	1,040	5	.0135	.0115
Fourth Floor	403	1,040	5	.0142	.0121
Fourth Floor	404	1,040	5	.0135	.0115
Fourt Floor	406	1,040	5	.0135	.0115
Fourth Floor	407	1,130	5	.0154	.0131
Fourth Floor	409	930	4	.0124	.0106
Fourth Floor	410	1,060	5	.0135	.0115
Fourth Floor	411	1,030	5	.0154	.0131
Fourth Floor	412	1,020	5	.0135	.0115
Fourth Floor	413	1,160	5	.0154	.0131
Fourth Floor	414	1,020	4	.0135	.0115
Fourth Floor	415	1,280	5	.0154	.0131
Fourth Floor	416	970	5	.0135	.0115
Building 1					
Fifth Floor	501	1,020	5	.0135	.0115
Fifth Floor	502	1,040	5	.0166	.0141
Fifth Floor	503	1,020	5	.0142	.0121
Fifth Floor	505	1,190	5	.0154	.0131
Fifth Floor	506	980	5	.0166	.0141
Fifth Floor	507	1,100	5	.0154	.0131
Fifth Floor	510	1,050	5	.0142	.0121
Fifth Floor	511	1,020	5	.0154	.0131

Location	Unit Number	Approximate Area (Square Feet)	Number of Rooms	Fair Value Ratio Index	Proportionate Interest Phase 1&2
Fifth Floor	512	1,020	5	.0142	.0121
Fifth Floor	513	1,150	5	.0154	.0131
Fifth Floor	514	1,030	5	.0142	.0121
Fifth Floor	515	1,300	4	.0166	.0141
Fifth Floor	516	970	5	.0142	.0121
Building 1					
Sixth Floor	601	980	5	.0154	.0131
Sixth Floor	603	1,030	5	.0166	.0141
Sixth Floor	607	1,110	6	.0166	.0141
Sixth Floor	610	1,050	5	.0166	.0141
Sixth Floor	612	1,400	6	.0166	.0141
Townhouse Building					
Townhouse	1		6	.0175	.01485
Townhouse	2		6	.0175	.01485
Townhouse	3		6	.0175	.01485
Townhouse	4		6	.0175	.01485
Townhouse	5		6	.0175	.01485
Townhouse	6		6	.0175	.01485
Townhouse	7		6	.0175	.01485
Townhouse	8		6	.0175	.01485
Townhouse	9		6	.0175	.01485
Townhouse	10		6	.0175	.01485
					1.00000

The Fair Value Ratio Index of each Unit has been determined based upon the relation that the fair value of such Unit bears to the aggregate value of all Units. The table above sets forth Fair Value Ratio Indices for all Units in Phase 1 and Phase 2. The proportionate interests of all Units of the Condominium may be calculated by dividing the Fair Value Ratio Index of each such Unit by the sum of the Fair Value Ratio Indices of all Units.

15065 336

REDSTONE COURT CONDOMINIUM

149

CORRECTIVE AMENDMENT TO MASTER DEED

Kevin M. Smith, Trustee of Redford Street Realty Trust under Declaration of Trust dated August 27, 1984 and recorded with Suffolk County Registry of Deeds in Book 11123, Page 271 (hereinafter referred to as the "Developer"), being the grantor in the Master Deed of Redstone Court Condominium, which Master Deed is dated September 30, 1986 and recorded with said Deeds in Book 12920, Page 120, as amended by Amendment to Master Deed Creating Phase 2 dated November 25, 1986 and recorded with said Deeds in Book 13490, Page 55 (as amended, the "Master Deed"), and being the holder of the right, pursuant to Paragraph 16 of the Master Deed, to record a Special Amendment to correct clerical errors in the Master Deed or in any exhibits thereto, does hereby amend the Master Deed to:

SUFFOLK REGISTRY OF DEEDS
RECD & ENTD EXAM ATTEST
OCT 3 9 51 AM '88

1. Correct the clerical error in the Garage Level Plan and First Floor Plan of the set of floor plans in seven (7) pages entitled "Redstone Court Condominium, Phase I, Boston (Brighton), Massachusetts" dated September 26, 1986 prepared by Boston Architectural Team, Inc., and recorded with said Master Deed, which Garage Level Plan and First Floor Plan incorrectly depicted the location of parking spaces number 35 and 92. In fact, no such parking spaces number 35 and 92 exist.

Therefore, in accordance with said paragraph 16 the Developer hereby amends the Master Deed and substitutes the Garage Level Plan and First Floor Plan both entitled "Redstone Court Condominium, Phase I, Boston (Brighton), Massachusetts" dated September 21, 1988 prepared by Boston Architectural Team, Inc., recorded herewith and made a part hereof (which correctly depicts the location and numbering of the parking spaces) for the Garage Level Plan and First Floor Plan of the set of floor plans in seven (7) pages entitled "Redstone Court Condominium, Phase I, Boston (Brighton), Massachusetts" dated September 26, 1986, prepared by Boston Architectural Team, Inc. recorded with said Deeds as Plan No. , of 1986 in Plan Book 12920, Plan 120 .

In all other respects the provisions of the said Master Deed are hereby ratified and confirmed.

EXECUTED UNDER SEAL this 29th day of September, 1988.

Kevin M. Smith, as Trustee of Redford Street Realty Trust and not individually

Return:
Gaskin & Snow
Box 197

15065 334

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

September 28, 1988

Then personally appeared the above-named Kevin M. Smith, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

Notary Public: BARRY R. BECK

My Commission Expires: 9/21/1995

CITY OF BOSTON

No excise is due under Chapter 190 of the Acts of 1982 with respect to the [illegible] of the real estate described in this instrument [illegible]

Collector-Treasurer