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MASTER DEED

OF

SUNSHINE CONDOMINIUM

A/K/A Roy Gabriele

Roy A. Gabriele^A and Michael Revelli, both of Worcester County, Massachusetts (together hereinafter referred to as "Declarant"), being the owners of the land with the building thereon located at 59 - 61 North Quinsigamond Avenue, Shrewsbury, Worcester County, Massachusetts, and being more particularly described below, by duly executing and recording this Master Deed, do hereby submit the said premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts ("Chapter 183A") and propose to create with respect to the said premises, a condominium (hereinafter referred to as the "Condominium") to be governed by and to be subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. NAME:

The name of the Condominium shall be:

"Sunshine Condominium."

2. DESCRIPTION OF LAND:

The premises which constitute the Condominium consists of the land situated in Shrewsbury, Worcester County, Massachusetts together with the building (hereinafter sometimes called "Building") and improvements thereon, as shown on the set of plans (consisting of floor plans and a site plan) to be filed herewith (hereinafter sometimes called "Plans"), which land is more particularly described in Exhibit A attached hereto and made a part hereof. Said land is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements, and appurtenant rights of record so far as the same may now be in force and applicable. See Plan Book 788, Plan 33.

3. DESCRIPTION OF BUILDING:

There is situated on the land one (1) building having a basement and two and one-half (2 ½) stories above grade, containing two (2) units in total. The Building is constructed primarily of poured concrete foundation; wood framing; cedar

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59-61 North Quinsigamond Avenue, Shrewsbury, MA

wood siding exterior; pitched roof of asphalt shingling; and windows of wood and vinyl frame.

The location of the Building will commonly be known and numbered as 59 - 61 North Quinsigamond Avenue, Shrewsbury, Massachusetts.

4. DESCRIPTION OF UNITS:

The designation of each unit ("Unit") of the Condominium, a statement of its location, approximate area, number of rooms, immediate common area to which it has access and its percentage interest in the Common Areas and Facilities of the Condominium, are as set forth in Exhibit B attached hereto and made a part hereof.

5. BOUNDARIES OF THE UNITS:

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

- (A) Floors: The plane of the upper surface of the subflooring or, in the case of the basement floor, the upper surface of the concrete slab in the basement;
- (B) Ceilings: The plane of the lower surface of the ceiling joists, or in the case of a Unit or portions of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters;
- (C) Walls: The plane of the interior surface of the wall studs or furring facing such Unit, or if there be no wall studs, the plane of the interior surface of masonry walls;
- (D) Doors and Windows: The plane of the exterior surface doors, and, as to windows, the exterior surfaces of the glass, sash and window frames.

All utility lines and equipment, supply lines, heating, plumbing, electrical and other apparatus and equipment serving a single Unit (whether contained therein or not) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit. It is further provided, nevertheless, that no structural

components of the Building, and no pipes, wires, conduits, chutes, ducts, shafts or public utility lines situated within a Unit or Units forming part of any system serving more than one Unit or the Common Areas and Facilities shall be deemed to be a part of said Unit.

The owner of a Unit of the Condominium (hereinafter "Owner" or "Unit Owner") may not, at any time, make any changes or modifications to the exterior of said Unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the Building, unless the same has been unanimously approved by the Board of Trustees (the "Trustees") of the Condominium Trust as hereinafter described and in accordance with the terms of the By-Laws thereof.

The Owner of any Unit may, at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to compliance with all applicable rules, regulations, ordinances, and laws of the Town of Shrewsbury, and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, the Owners of any Unit may, at any time, modify, remove, and install nonbearing walls lying wholly within such Unit, and make any addition, alteration or improvement within his or her Unit. Any and all such work within a Unit shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law).

6. DESCRIPTION OF COMMON AREAS AND FACILITIES:

(A) The Common Areas and Facilities of the Condominium consist of:

- (1) The above described land with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may now be in force and applicable;
- (2) The yards, lawns, landscaping, parking areas, and other improved or unimproved areas not within the Units, subject, nevertheless, to any exclusive rights and easements to the Units as described within this Master Deed; and
- (3) All portions of the Building which are not included within the boundaries of the Units as

defined in this Master Deed, including, without limiting the generality of the foregoing:

- (a) The foundations, structural members, beams, supports, exterior walls, roof, exterior steps and stairways, unenclosed porches and decks, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;
 - (b) All conduits, pipes, ducts, plumbing, wiring, electrical and other systems, meters, and other facilities for the furnishing of utility services which are contained within any one Unit and which serve Common Areas and Facilities of the Condominium other than the Unit within which such facilities are contained, subject to an easement of access thereto in favor of the Trustees of the Condominium Association for the maintenance, repair, and replacement of the like;
 - (c) All installations for services which are common to both Units, such as power, light, heating, gas, hot and cold water, sewer and drainage systems, and all equipment appurtenant thereto, but not including equipment servicing a single Unit; and
 - (d) Such other Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.
- (B) The Owners of each Unit shall have an undivided interest in the Common Areas and Facilities in the percentages set forth for such Unit in Exhibit B attached to this Master Deed. The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in any deed of conveyance, mortgage or other instrument.

7. FLOOR PLANS:

A set of floor plans of the Building, showing the layout, location, Unit numbers and dimensions of the Units, stating the name of the Building, and bearing the verified statement of a registered surveyor certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built are recorded simultaneously with and made a part of this Master Deed.

8. STATEMENT OF PURPOSES AND RESTRICTIONS:

- (A) The Units are intended to be used solely for residential purposes.

Owners of a Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use, subject to exclusive rights and easements of other Unit Owners to use portions of the Common Areas and Facilities, the provisions of the Condominium Trust and its By-Laws, as they now exist or as they may from time to time be amended, and the Rules and Regulations adopted by the Trustees pursuant thereto.

- (B) The following restrictions shall apply to all Units and the Common Areas and Facilities of the Condominium:

- (1) No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and By-Laws or of any Rules or Regulations from time to time adopted pursuant thereto, or Chapter 183A.
- (2) No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, except that a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients.

- (3) The exterior aesthetic or architectural integrity of the Building and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacement, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to or removed from the exterior of any Unit or the Building or any part thereof without the prior written consent of the Trustees, nor shall any sign, plaque, or communication of any description be placed in the window or on the exterior of any Unit or the Common Areas and Facilities without the prior written consent of the Trustees.
- (4) The right of a Unit Owner to decorate his or her Unit, including decks and entrance areas, the exclusive use of which is appurtenant to a Unit, is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgement of the Trustees, when viewed from the outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building.
- (5) No nuisances shall be allowed on the premises of the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium premises by its residents.
- (6) No immoral, improper, offensive or unlawful use shall be made of the Condominium premises, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (7) No clotheslines or other objects deemed objectionable by the Trustees shall be placed in or on any of the Common Areas and Facilities.
- (8) A Unit may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the

requirements of this Master Deed, the Condominium Trust and By-Laws and the Rules and Regulations of the Trustees.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual, and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section except such as occur during his or her Unit ownership.

9. ENCROACHMENTS:

If any portion of the Common Areas and Facilities 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 settling or shifting of the Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment shall exist.

10. AMENDMENT OF MASTER DEED:

This Master Deed may be amended by an instrument in writing signed by all of the Owners of the Units and duly recorded with the Registry of Deeds. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Corporation under any law or regulation applicable thereto shall be of any force or

effect unless the same has been assented to by the holder of such mortgage.

11. APPURTENANCES:

Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby, all utility lines and other common elements located in any of the other Units or in the Common Areas and Facilities and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations adopted by the Trustees, to use the following Common Areas and Facilities:

- (A) The rear deck adjacent to such Unit, as shown on the site plan included as a part of the Plans;
- (B) The yard areas adjacent to each Unit and designated for each Unit's exclusive use as shown on the site plan; and
- (C) Any garage constructed as provided in this Section 11.

It shall be the responsibility of each Owner to maintain and repair the rear deck, yard areas and any garage which are appurtenant to his Unit.

The Owner of any Unit may, at any time, without the consent of the Trustees, construct in the side yard which is adjacent to and appurtenant to his Unit a garage for not more than two (2) cars, with a straight paved driveway leading to such garage from North Quinsigamond Avenue; provided, however, all such construction shall: be in compliance with the zoning requirements of the Town of Shrewsbury and all applicable building codes and regulations; be done in a good and workmanlike manner, using materials and colors which are consistent with materials and color of the Building; and not affect or in any way modify the structural or supportive characteristics of the Building, unless the same has been unanimously approved by the Board of Trustees.

In addition to, and not in limitation of, the rights of Unit Owners as elsewhere set forth in this Master Deed and as provided in Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Unit Owners and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities and the Condominium land, subject always to such exclusive rights and easements of the other Unit Owners granted in this Master Deed, and the rights and powers of the Trustees as set forth in this Master Deed and the Condominium Trust and By-Laws.

12. UNITS SUBJECT TO MASTER DEED AND CONDOMINIUM TRUST:

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Condominium premises. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of these Condominium documents shall be deemed a substantial violation of the duties of a Unit Owner.

The failure of any Unit Owner to comply with any of the provisions of the Master Deed, the Condominium Trust, the By-Laws, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees of said Trust and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

13. ORGANIZATION OF UNIT OWNERS:

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Sunshine Condominium Trust under a Declaration of Trust dated this date

to be recorded herewith (the "Condominium Trust" or "Trust"). Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled hereunder. The original and present Trustees of the Condominium Trust are Roy A. Gabriele and Michael Revelli.

The mailing address of the Condominium Trust is: 59 - 61 North Quinsigamond Avenue, Shrewsbury, Massachusetts 01545.

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

14. PROVISIONS FOR THE PROTECTION OF MORTGAGEES - FHLMC-FNMA PROVISIONS:

Reference is hereby made to Article VIII of the Condominium Trust, which is hereby incorporated herein by reference and made a part hereof.

15. INVALIDITY AND/OR CONFLICTS:

If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, then the following rules or construction shall be used:

(A) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provision of Chapter 183A shall control; and

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision has never been included herein.

16. 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.

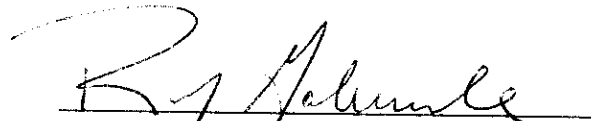
17. CAPTIONS:

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

18. DEFINITIONS:

All terms and expressions herein used which are defined in Section 1 of Chapter 183A of the General Laws of Massachusetts shall have the same meanings herein unless the context otherwise requires.

Executed as a sealed instrument on this 30th day of October, 2002.


ROY A. GABRIELE

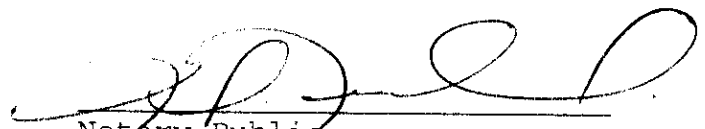

MICHAEL REVELLI

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

October 30, 2002

Then personally appeared the above named Roy A. Gabriele and Michael Revelli and acknowledged the foregoing instrument to be their free act of deed, before me


Notary Public:
My commission expires:

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JON L. REVELLI
NOTARY PUBLIC
MY COMMISSION EXPIRES:
JUNE 23, 2006



SUNSHINE CONDOMINIUM

EXHIBIT A - LEGAL DESCRIPTION OF LAND

The land situated on Quinsigamond Avenue, in Shrewsbury, in the County of Worcester and Commonwealth of Massachusetts, more fully described as follows:

That nine certain lots or parcels of land situated on Quinsigamond Avenue in Shrewsbury, being Lots Nos.: 888, 889, 890, 891, 892, 893, 894, 895 and 896 as shown on Plan of Lots of Lake Shore Park belonging to J.W. Wilbury, said plan being made by A.L. Eliot, Surveyor, dated May 29, 1903 and recorded with the Worcester District Registry of Deeds in Book of Plans 1749, Page 601.

Said lots taken together measure on Quinsigamond Avenue about 174.7 feet in a lightly broken line; 100 feet on Lot 887 on said plan; 183 feet on Lots 964 and 973, inclusive, on said plan; 100.8 feet on land, owners unknown. Containing taken together, according to said plan, 17,880 square feet, more or less.

For Grantor's title, see deed dated June 21, 2002 and recorded with the Worcester District Registry of Deeds in Book 26934, Page 98.

SUNSHINE CONDOMINIUM

EXHIBIT B - UNIT DESCRIPTIONS

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;
B=Bathroom

UNIT NUMBER	UNIT PERCENT. INTEREST	NUMBER AND DESIGNATION OF ROOMS	APPROX. AREA SQ. FEET	IMMEDIATELY ACCESSIBLE COMMON AREA
1	50%	6-3BR, 1K, 1LR, 1DR plus 2B	2,671	Front Door to Main Entrance; Rear Door to Rear Deck.
2	50%	6-3BR, 1K, 1LR, 1DR plus 2B	2,671	Front Door to Main Entrance; Rear Door to Rear Deck.