

SPECIAL TOWN MEETING

WARRANT



TOWN OF NEEDHAM

7:30 P.M.

MONDAY, DECEMBER 7, 1981

POLLARD MIDDLE SCHOOL

HARRIS AVENUE

NEEDHAM

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

To either of the Constables in the Town of Needham in said County,
Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Needham qualified to vote in elections and in Town Affairs to meet at the Pollard Middle School in said Town on

MONDAY, THE SEVENTH DAY OF DECEMBER, 1981

at seven-thirty o'clock in the afternoon, then and there to act upon the following articles, viz:

ARTICLE 1. To see if the Town will vote to appropriate a sum of money to fund the Town's liability under its collective bargaining agreements with Local 1706, Units A & B, International Association of Firefighters, AFL-CIO applicable to the fiscal year 1981-1982; said sum to be raised by transfer from free cash account and expended under the supervision and direction of the Fire Chief with the advance approval of the Personnel Board and the Board of Selectmen; or take any other action relative thereto.

(Board of Selectmen)

ARTICLE 2. To see if the Town will amend its zoning map by changing the area hereinafter more specifically bounded and described from a Single Residence District to A-1 Apartment District; said district is bounded Westerly by Highland Avenue, Northerly and Easterly by Oakland Avenue and Southerly by May Street; said premises are also shown as Lot 1 on the Needham Assessors' Map #53, and generally known and referred to as the Highland School property; Lot 2 shown on the Needham Assessors' Map #53, and generally known as the Emery Grover School property; and Lot 3 shown on the Needham Assessors' Plan #53 and generally known as the St. Joseph's Church Property; or take any other action relative thereto.

(Board of Selectmen and Planning Board)

ARTICLE 3. To see if the Town will authorize the Board of Selectmen to sell and convey by a quitclaim deed a certain parcel of town-owned land within the Town of Needham to McNeil and Associates for the sum of Three Hundred Fifty Thousand (\$350,000) dollars more specifically shown on plan entitled "Plan of Land in Needham, Mass." by John D. Marr, Town Engineer, being bounded and described according to said plan as follows:

Westerly by Highland Avenue by three separate lines totaling Four Hundred Eighty-Six and 78/100 (486.78) feet;

Northerly and Easterly by three separate lines totaling Six Hundred Six and 21/100 (606.21) feet; and

Southerly by two separate lines totaling Two Hundred Sixty-Seven and 72/100 (267.72) feet;

Containing One Hundred Six Thousand Five Hundred Ninety-Five, more or less, square feet according to said plan; a copy of said plan is on file in the Town Clerk's Office and Town Engineering Department;

Included with the foregoing conveyance, the said land hereby authorized to be conveyed by quitclaim deed shall also include and contain a grant subject to and with the benefit of an access and utility easement over other adjoining land of the Town and adjacent to Highland Avenue more specifically bounded and described according to said plan as follows:

Westerly by Highland Avenue Fifty-Eight (58) feet;

Northerly by said land to be conveyed by quitclaim deed to McNeil and Associates One Hundred Thirty (130) feet; and

Southerly by a broken line having two measurements of Sixty-Two (62) feet and Seventy-Five (75) feet, respectively;

Containing according to said plan Four Thousand Eight Hundred Fifty-Two (4,852) square feet;

the foregoing authorized access and utility easement shall be located and used consistent with the following vote and the conditions contained therein adopted at a regular meeting of the Needham School Committee held on October 27, 1981:

"Voted: That an access and underground utility easement as more specifically shown and identified on a plan presented to this meeting and entitled "Plan of Land on Highland Avenue, Needham, Mass." prepared by Robert A. MacEwen, Registered Land Surveyor, dated October, 1981 is hereby determined by this Committee to be available for granting for the benefit of the adjoining property initially acquired and continually known as Highland Avenue School and such a grant of easement will not interfere, impede or overburden the full use of the remaining school land and improvements for school purposes; such uses are sometimes referred to as surplus accessory benefits no longer essential to school administration functions or purposes; the within finding and declaration of status of such rights are subject to the following conditions . . .

1. All the land bounded by Highland Avenue to the west, bounded on the north and east by Oakland Avenue and on the south by St. Joseph's Church or May St., as the case may be, will be rezoned by the Special Town Meeting to be held this fall.

2. Said Town Meeting will also vote to authorize the Board of Selectmen to convey the land shown on the plan above referred to and known as Highland Avenue School.

3. Said Town Meeting will also vote to authorize the Board of Selectmen to grant the access and underground utility easement herein found to be excess and such a grant of accessory right will not interfere, impede, detract and overburden the privileges enjoyed by the adjoining school land and improvements.

4. The failure of the Special Town Meeting to affirmatively authorize all three of the foregoing terms shall automatically constitute a nullification of the within vote without further official action of the School Committee. Upon adoption of affirmative action by the Special Town Meeting, the within findings and Special Town Meeting authorization shall be final and conclusive without further official action of the School Committee;"

the Board of Selectmen are further authorized to declare this vote null and void at the option of McNeil and Associates in the event that the preceeding Article 2 is not legally adopted; the date for delivery of the deed and other administrative matters are to be determined by the Board of Selectmen but consistent with this and other votes of the this Special Town Meeting applicable to this transfer and sale; or take any other action relative thereto.

(Board of Selectmen)

ARTICLE 4. To see if the Town will vote to amend its Zoning By-Law by deleting in its entirety paragraph 4.4.2 and by substituting therefore the following new paragraph 4.4.2:

"4.4.2. Driveway Openings

- a. In that portion of a lot between an apartment house or houses and the exterior line of any way upon which the lot abuts, there may be opened not more than two (2) driveway openings onto each such way. Said driveway openings shall not exceed twenty (20) feet in width and shall not be less than 150 feet from another such opening or within 50 feet of each other if the driveway openings do not exceed fifteen (15) feet in width. In no event shall a driveway opening be within fifty (50) feet from the curb of an intersecting street. When there are two (2) driveways of varying widths, the required distance between them will be governed by the driveway with the greatest width.
- b. In order to preserve the residential character of the Town, additional driveway openings may be provided if the following conditions are met:
 1. The lot area shall have a minimum area of two (2) acres;
 2. Such additional openings shall not exceed fifteen (15) feet in width, with the distance between to be determined by the Planning Board through its Site Plan Review, as per Section 6.4 of this By-Law;
 3. Such additional openings shall not serve more than four (4) parking spaces, including garages;
 4. The total number of openings on any given way shall not exceed the quotient of the total lot frontage on such way divided by 1-3/4 of the required lot frontage in that zoning district";

the within vote shall not become effective unless and until the two preceeding Articles are legally voted by the Town and are in full force and effect, or take any other action relative thereto.

(Board of Selectmen)

ARTICLE 5. To see if the Town will vote to amend its Zoning By-Law by adding a new Section 5.8: Disposal of Low-Level Radioactive Waste:

5.8. Disposal of Low-Level Radioactive Waste

No land within any district in the Town shall be used for the collection, treatment, storage, burial, incineration, or disposal of radioactive waste, including but not limited to wastes classified as low-level radioactive waste, except that on-site produced waste may be temporarily stored pending disposal. For purposes of this by-law, low-level radioactive waste shall be defined as radioactive waste not classified as high-level radioactive waste, transuranic waste, spent nuclear fuel, or by product material as defined in Section 11e(2) of the Atomic Energy Act of 1954; or take any other action relative thereto.

(Planning Board)

ARTICLE 6. To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 90, Section 20A as most recently amended by Chapter 329 of the Acts of 1981 transferring the processing of parking tickets from the District Courts to the Town of Needham; or take any other action relative thereto.

(Board of Selectmen)

ARTICLE 7. To see if the Town will adopt the following Resolutions: RESOLUTIONS MEMORIALIZING THE PRESIDENT AND CONGRESS OF THE UNITED STATES TO PROPOSE A MUTUAL NUCLEAR WEAPONS MORATORIUM WITH THE SOVIET UNION AND MEMORIALIZE CONGRESS TO TRANSFER THE FUNDS FOR NUCLEAR WEAPONS TO CIVILIAN USE.

"Whereas, The United States and the Soviet Union are engaged in nuclear weapons race and are testing, producing and deploying nuclear warheads, missiles and delivery systems; and

Whereas, The Congress of the United States are expending huge sums of money for such testing, producing and deploying of nuclear warheads and weapons; now therefore be it

Resolved, That the Town Meeting memorialize the President and Congress of the United States to immediately initiate and enter into a mutual nuclear weapons moratorium with the Soviet Union and be it further

Resolved, That the Town Meeting further memorialize the Congress to transfer all funds appropriated for the construction, testing, production and deployment of nuclear warheads, missiles and delivery systems to the domestic betterment of the American way of life; and be it further

Resolved, That copies of these resolutions be transmitted forthwith by the Town Clerk to the President of the United States, the presiding officer of each branch of Congress, and to the members thereof from the Commonwealth";

or take any other action relative thereto.

(Elizabeth M. Keil, et al)

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this Warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given under our hands at Needham aforesaid this 27th day of October, 1981.

Marcia M. Carleton
Francis A. Facchetti
Norman P. Jacques
Henry D. Hersey
H. Phillip Garrity, Jr.

Selectmen of Needham

A true copy

Attest:

FRANK J. REINHARDT, JR.

(ATTACH LABEL HERE)

ATTN: SPECIAL TOWN MEETING WARRANT

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

To either of the Constables in the Town of Needham in said County,
Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Needham qualified to vote in elections and in Town Affairs to meet at the Pollard Middle School in said Town on

MONDAY, THE SEVENTH DAY OF DECEMBER, 1981

at nine-thirty o'clock in the afternoon, then and there to act upon the following articles, viz:

ARTICLE 1. To see if the Town will vote to authorize the Board of Selectmen to sell and convey by a quitclaim deed a certain portion of town-owned land within the Town of Needham to Newton Resources, Inc. for the sum of One Hundred Sixty-Six Thousand and 00/100 (\$166,000) Dollars more specifically shown on plan entitled "Town of Needham Land - Avery School Site Plan" by John D. Marr, Town Engineer, dated November, 1981, being bounded and described according to said plan as follows:

Northwesterly by Highland Avenue Two Hundred Five and 50/100 (205.50) feet;

Northeasterly by a chain link fence shown on said plan Two Hundred Seventy-Seven and 00/100 (277.00) feet;

Southeasterly by Lot "A" shown on said plan Two Hundred Five and 90/100 (205.90) feet; and

Southwesterly by a chain link fence Two Hundred Seventy-Seven and 15/100 (277.15) feet;

Containing 56,923 square feet of land and further identified as Lot "B" on said plan;

a copy of said plan is on file with the Town Clerk and the Town Engineering Department.

The within conveyance is subject to and with the benefit of a fifteen (15) foot wide easement adjacent to the southwesterly side of and for the full length of said Lot "B" for pedestrian traffic from Highland Avenue to said Lot "A".

The Board of Selectmen are further authorized to include in the foregoing quitclaim deed the fee in an existing right of way measuring thirty-feet in width from the northerly side of Lot "A" as shown on said plan but subject to and with the benefit of ingress and egress to Lot "A" as shown on said plan; said Board of Selectmen are authorized to enter into a purchase and sale agreement which will contain the following provisions:

1. Such a conveyance shall be subject to Newton Resources, Inc. obtaining a use variance through appropriate procedures before the Needham Board of Appeals, to allow condominium dwelling units to be located on the premises, including the re-finishing of the improvements located thereon.

2. Newton Resources, Inc. will be required to comply with all federal, state and local laws, rules and regulations applicable to the proposed improvements to be constructed or placed upon the foregoing described premises.

3. In the event that Newton Resources, Inc. fails to obtain the necessary advance approvals from any official sources enumerated above after making reasonable efforts to achieve this end in good faith, the Board of Selectmen at the option of Newton Resources, Inc. may declare such a purchase and sale agreement null and void and any deposits made under such agreement are to be refunded to said Newton Resources, Inc.

4. The Board of Selectmen shall have reasonable discretion consistent with the foregoing to include other terms and conditions deemed appropriate, including adequate time for the Buyer to process such approvals and any right of appeal Newton Resources, Inc. may wish to pursue without penalty, except for such costs and penalties which may be assessed by a court of competent jurisdiction;

or take any other action relative thereto.

(Board of Selectmen)

ARTICLE 2. To see if the Town will appropriate the sum of \$26,759.84 for the purpose of paying for the following balances due from the Town of Needham for services and materials furnished Glover Memorial Hospital during the fiscal year 1980-81 remaining unpaid:

<u>Name of Vendor</u>	<u>Nature of Purchase</u>	<u>Amount of Invoice</u>
Laboratory for Stone Research Medi-Temp	Patient Analysis - performed in June for (5) patients	\$ 65.00
	Temporary help agency - for 32 hours of labor in June	576.00
Needham Apothecary	Drugs and Misc. Supplies	279.90
Intermedics, Inc.	Medical Equipment	3,945.00
ARA Services, Inc.	Food Services for month of June	21,893.94
	Total	<u>\$26,759.84;</u>

or take any other action relative thereto.

(Glover Memorial Hospital Trustees)

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this Warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given under our hands at Needham aforesaid this 10th day of November, 1981.

Marcia M. Carleton
Francis A. Facchetti
Norman P. Jacques
Henry D. Hersey
H. Phillip Garrity, Jr.

Selectmen of Needham

A true copy

Attest:

JOHN F. HARKINS

PLAN 53
11 = 40'

NO information
on a certificate
submitted by
owner of lot

HIGHLAND
(TOWN 1878)
(See 2-1980)

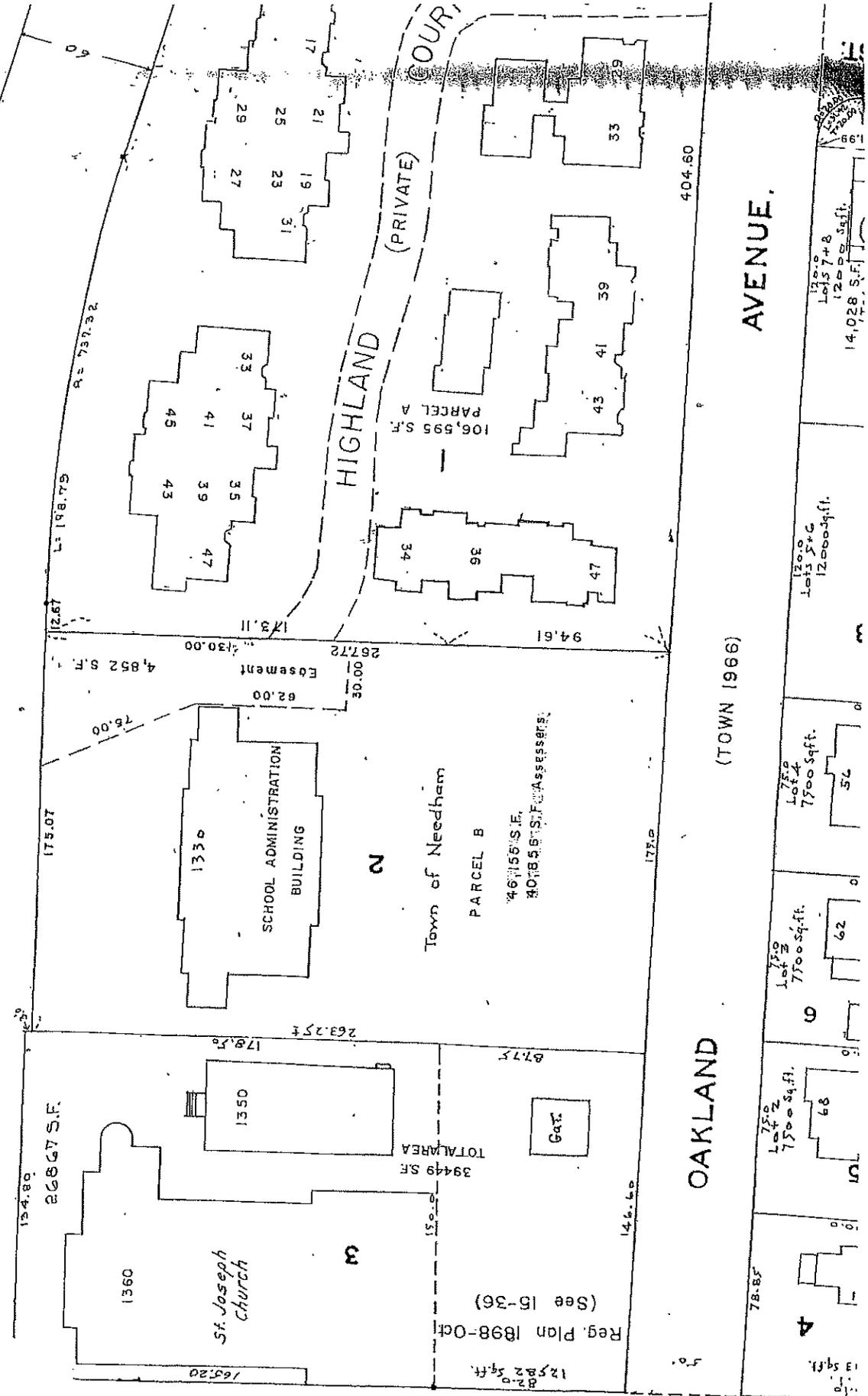
11 = 40'
Assign Plan

AVENUE

STREET

(TOWN 1882)

MAY



State of Connecticut, county of Middlesex ss. Saybrook, December 17th, A. D. 1897, Then personally appeared John Hanson and Annie Hanson his wife and acknowledged the foregoing instrument to be their free act and deed, before me, Frederick L. Hommedieu, Notary Public (Notarial seal).

George Robinson (seal)
Helen A. Robinson (seal)
S. Nellie Young (seal)
Diana Young (seal)
E. O. Bradford (seal)
E. O. Bradford Guardian (seal)
Mirta H. Bradford (seal)
_____ (seal)

Mar. 16, 1898. Recd., entered &

examined by J. H. Burdakin Reg

Moreley
to
Town of Needham

Know all men by these presents

that I, John Moreley of the Town of Needham, in the county of Norfolk and commonwealth of Massachusetts, being desirous of promoting the prosperity and welfare of the inhabitants of the Town of Needham and at the same time to advance the cause of sound learning and of higher education and am therefore minded and disposed to convey unto the said Town of Needham the parcel of land hereinafter described as and for a location for a High School Building. Now therefore I, the said John Moreley, for the purpose aforesaid, in consideration of one dollar to me paid by the said Town of Needham, the receipt of which is hereby acknowledged, do here by grant, convey, release and quitclaim unto the said Town of Needham the following parcel of land situated in said Needham bounded and described as follows: beginning at a point on the easterly line of Highland Avenue one hundred fifty (150) feet northerly from May street and at land of St. Joseph's Catholic Society, thence easterly in a straight line by said land of St. Joseph's Catholic Society and by other land of grantor two hundred seventy three and $\frac{25}{100}$ (273.25) feet more or less to the westerly line of a proposed avenue called Oakland Avenue as shown on a "Plan of Lots at Oakland Park, Needham," dated Nov. 30, 1892, F. L. Fuller, S. C., and recorded with Norfolk Deeds; thence northerly in a straight line by said westerly line of Oakland Avenue, crossing Park Avenue as shown on said plan, and again by said westerly line of Oakland Avenue, one hundred twenty five (125) feet; thence westerly by a straight line parallel with the first mentioned line and one hundred twenty five (125) feet distant therefrom, to said Highland Avenue; thence northerly in a straight line by said Highland Avenue, crossing said Park Avenue as shown on said plan, and again by said Highland Avenue, to the point of beginning; containing forty eight thousand three hundred (48,300) square feet of land, more or less; meaning and intending to exclude from this grant the fee in any part of said Oakland Avenue. To have and to hold the above described premises to the said Town of Needham and its successors

for the use and purpose heretofore set forth, and this gift, grant and conveyance is made upon the express condition that the said Town of Needham shall cause to be erected upon said premises a suitable building or buildings which shall be used for High School purposes only, and that said Town shall perpetually maintain therein a school of a grade not lower than a High School, and that the granted premises be forever held for this purpose and use and none other whatsoever. The intention, obligation and force of these conditions shall in nowise be annulled, weakened, or in anywise affected, by reason of the partial or entire destruction, by fire or otherwise, of any building or buildings which hereafter may be erected on the granted premises, or any portion thereof. And for the consideration aforesaid I, W. Maria Moseley, wife of the said John Moseley, do hereby release unto the said grantee and its successors all right of or to both dower and homestead in the granted premises. In witness whereof, we the said John Moseley and W. Maria Moseley hereunto set our hands and seals this twenty seventh day of April, in the year one thousand eight hundred and ninety seven.

Commonwealth of Massachusetts. } John Moseley (seal)
 W. Maria Moseley (seal)

Norfolk ss. April 27, 1897. Then personally appeared the above named John Moseley and acknowledged the foregoing instrument to be his free act and deed, before me, William R. Wills, Justice of the Peace.
 Mar. 16, 1898. Recd, entered & examined by J. H. Burdakin Reg

Know all men by these presents that I, George A. Ward Administrator of the Estate of Elvira M. Ward, the holder of a certain mortgage given by Sarah E. Hastings to Elvira M. Ward dated January twelfth A. D. 1880, and recorded with Norfolk Deeds, Libro 517, folio 103, in consideration of two thousand dollars paid by Caroline R. Ward —, the receipt whereof is hereby acknowledged, do hereby assign, transfer, and set over unto the said Caroline R. Ward the said mortgage deed, the real estate thereby conveyed, and the note and the claim thereby secured. To have and to hold the same to the said Caroline R. Ward and her heirs, and assigns, to their own use and behoof forever, subject nevertheless, to the conditions therein contained and to redemption according to law.

Ward, Adm:
 to
 Ward

In witness whereof I hereunto set my hand and seal this twenty fourth day of January A. D. 1898.
 Signed and sealed in the presence of — } George A. Ward Adm. (seal)
 Commonwealth of Massachusetts, Suffolk ss. February 3^d, 1898. Then personally appeared the above named George A. Ward Administrator and acknowledged the foregoing instrument to be his free act and deed,

HIGHLANDS CORPORATION, a Massachusetts corporation, having an usual place of business in Westwood, Norfolk County, Massachusetts (hereinafter referred to as "Seller" or "Declarant"), being the sole owner of the land on Highland Avenue, in Needham, Norfolk County, Massachusetts, described in paragraph 1 Below, does hereby by duly executing and recording this Master Deed, submit said land, together with buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the Massachusetts General Laws, as amended and does hereby state that it proposes to create, with respect to said land, a condominium to be governed by and subject to the provisions of Chapter 183A of the General Laws. It is the intention of the Seller to develop the Condominium in three (3) Phases, designated as Phase I, II and III, on the plan ("Plan") recorded with the Norfolk Registry of Deeds herewith, by amendment of the Master Deed as set forth herein.

The name of the Condominium is The Highlands.

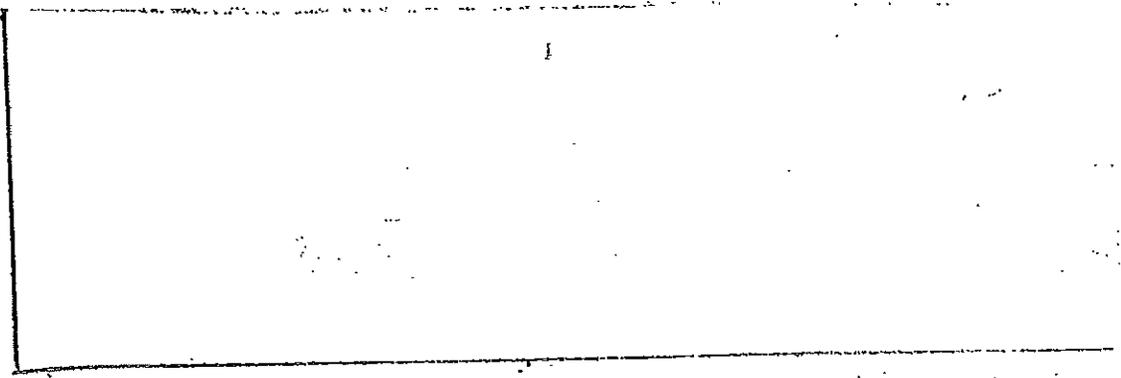
1. The Description of the Land

The following is a description of Phase I:

Phase I is more particularly described as a certain parcel of land with all improvements thereon, situated in the Town of Needham, Norfolk County, Commonwealth of Massachusetts as shown on the Plan and being more particularly described in Exhibit 1 annexed hereto and made a part hereof.

The premises are subject to the rights of others, and with the benefit in common with others now or hereafter entitled, to use all the roads and driveways shown on the Plan in Phases I, II and III, for all purposes for which roads and driveways are used, including but not limited to the right of the Seller, its successors and assigns and all unit purchasers to use not only said roads and driveways as shown on the Plan but also all other access ways to individual condominium units, together with the right to reconstruct and/or relocate within the layout of said roads and driveways and to install, repair, replace and maintain, now or in the future, drain lines, electric and water lines, pipes, septic tanks, sewer lines and conduits for all types of utilities serving all Phases including the right to grant all such rights to other land owners, under and across all Phases.

RECEIVED DEEDS
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The Seller also reserves the right to have as appurtenant to the construction of Phases II and III, an easement over that portion of the premises on which are or shall be located the buildings constituting Phases II and III, as shown on said Plan hereinbefore referred to. The Seller also reserves the right as appurtenant to the construction of Phases II and III, an easement to pass and repass over the said parcel of land, including the right to store equipment and supplies so far as the same are necessary and convenient for the construction of the said Phases II and III. Thereafter, and during said construction, the said Seller shall have such right and easement to use driveways and walkways affording access to the said premises, including the right and easement to construct additional driveways and walkways and other necessary improvements to serve the said buildings in Phases II and III.

Seller hereby specifically reserves for itself and its successors and assigns in title to the property shown on the Plan therein easements and the right to grant easements for utilities, parking, roadways, driveways, walkways and any other purposes for which easements may be granted and each Unit Owner, by acceptance of the deed to his Unit, his successors, heirs and assigns and any mortgagee or lien holder thereof, shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Seller and its successors in title to the land shown on the Condominium Plan as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements and does further agree to for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

Seller further reserves for itself, its successors and assigns the right to grant easements to the owners of certain Units for the exclusive use of the fenced in area adjacent and accessible from such Unit. The area subject to such an easement in favor of certain Unit owners shall be defined and delineated by the fencing adjacent to the Unit installed or to be installed by Seller. Except as necessitated by the need for maintenance, repair or replacement, or as the result of a casualty, such easement shall exist only so long as the fence remains. The Unit owner holding such an easement shall be responsible for the upkeep and maintenance of the common area of which said Unit owner has the exclusive use. The Trustees or their agents shall have access to such fenced off areas upon reasonable notice, except in case of emergency in which case no notice need be given, for the purpose of repair, maintenance or the performance of any other responsibility of the Trustees relative to the Common Elements of the Condominium.

Seller further reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium, as

set forth above, and may, in its discretion record a statement to said effect with Norfolk County Registry of Deeds, and upon the recording of said instrument, the right hereinbefore reserve to create subsequent Phases shall thereby terminate upon the date of said recording.

The premises are further subject to and with the benefit of any and all common facilities which may be constructed, so that occupants of each Phase may use any common facilities added as the various Phases of the Condominium are constructed.

2. Description of Phases and Buildings.

The Condominium may consist of three (3) Phases. Phase I shall consist of three (3) buildings (the "Building") and all of the land above described. Phase II and Phase III, if created, shall each consist of two (2) buildings (the "Building") each located on the land above described. Subject to the provisions of Paragraph 7 of this Master Deed, the number of Condominium units ("Units" or "units") in Phase I and the number of units in each of the remaining Phases indicated in Paragraphs 1 and 2 of this Master Deed, should these remaining Phases, or any number of them, be created are as follows:

- Phase I - Twenty (20) Units
- Phase II - Ten (10) Units
- Phase III - Five (5) Units

Phase I of the Condominium consists of three (3) Buildings and all of the land shown on the Plan. Cluster I in Phase I is a two and three story building containing two (2) two story Townhouse Units flanking six (6) Garden style Units contained in three (3) stories. Cluster II in Phase I is also a two and three story building containing three (3) two story Townhouse Units and six (6) Garden style Units contained in three stories. Cluster VI in Phase I consists of one (1) one and one half story Townhouse Unit and two (2) two story Townhouse Units.

2
1/2
3

Phase II of the Condominium, if built, shall consist of two (2) Buildings. Cluster III in Phase II shall consist of a two and three story building containing one (1) two story Townhouse Unit and six (6) Garden style Units contained in three stories. Cluster VII in Phase II shall consist of one (1) one and one half story Townhouse Unit and two (2) two story Townhouse Units.

1
6
7

Phase III of the Condominium, if built, shall consist of two (2) Buildings. Cluster IV in Phase III shall consist of three (3) two story Townhouse Units. Cluster V in Phase III shall consist of two (2) two story Townhouse Units.

3
1/2
5

Until the Amendment of the Master Deed as hereinafter provided, the Units of the Condominium shall be only those

6288

576

included within the Buildings contained in Phase I as designated on the Plan recorded herewith.

The Buildings in each phase are or shall be of wooden frame construction. Each roof is or shall be asphalt shingles. Townhouse style units have a basement and reinforced concrete foundations. Terrace level Garden style units are constructed on concrete slab foundations. The heating system is forced hot air fueled by natural gas for Townhouse style units and electric heat pump for the Garden style units. All Units shall have central air conditioning.

Future improvements of the Condominium in subsequent Phases will be consistent with initial improvements in terms of quality of construction.

Each Unit contains a separate thermostat, electric meters, gas meters in the Townhouse style units, hookups for laundry facilities, smoke detectors and wall to wall carpeting. Garden style Units have an intercom. Seller reserves the right to pre-wire units for cable television. Seller reserves the right to install a master antenna for each Building in the attic of one Unit in each Building and the Trustees of The Highlands Condominium Trust shall have access to such Unit to service and maintain such antenna at reasonable times and upon reasonable notice to the Unit Owner.

The percentage of interest of the respective Units in the common areas and facilities at the creation of Phase I is shown on Schedule A.

The Seller may (but is not obligated to) construct Phases II and III, as shown on the Plan (consisting of four (4) additional buildings) which are presently excluded from the Condominium. These Buildings will be known as Clusters III, IV, V and VII.

Each purchaser of a Unit within the Condominium, by his recording of a deed to his respective Unit, shall be deemed to consent to the following amendments to this Master Deed: At such times as construction of the Buildings in Phases II and III, have been completed, the Seller may, without the necessity of further consent from any Unit Owner, or mortgagee amend this Master Deed so as to subject Phases II and III, to the provisions of Massachusetts General Laws, Chapter 183A. The foregoing amendments shall contain all of the particulars required by said Chapter 183A. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust. All taxes and other assessments and liens relating to later Phases must be paid or otherwise satisfactorily provided

for by the Seller prior to the addition of such Phases. These Phases, if added at all, shall be added within seven (7) years of the date of recording this Master Deed. All intended improvements in future Phases must be substantially completed prior to annexation.

The percentage of interest of the respective Units in the common areas and facilities at the creation of subsequent phases is also shown on Schedule A. If all Phases are completed, the Condominium will contain a total of thirty-five (35) Units.

3. Description of Units.

The designation of each Condominium Unit, a statement of its location, approximate area, the Phase to which it belongs and its proportionate interest in the common areas and facilities, are set forth on Schedule A attached hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof and a description of the rooms in each of the Units are as follows:

- (a) Lower Boundary: The plane of the upper surface of the concrete floor in the basement, or in the case of Type E units, the plane of the upper surface of the subflooring.
- (b) Upper Boundary: The plane of the lower surface of the ceiling.
- (c) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs or furring facing such Unit.
- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

There shall be seven (7) types of Units as follows:

- Type A - 2 story Townhouse
- Type B - 2 story Townhouse
- Type C - 2 story Town house
- Type D - 1 1/2 story Town House
- Type E-1 - One level Garden style located on the terrace level
- Type E-2 - One level Garden style located on first floor level
- Type E-3 - One level Garden style located on the second floor level

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Type A and Type B Units are two story townhouses and have a basement. On the first floor level there is a living room, dining room, kitchen, breakfast area/den, a foyer and a half bath. There is a fireplace in the living room. Off the first floor level is a patio. The second floor level of Type A Units and Type B Units consist of two bedrooms, one with a dressing area off of it. Each bedroom has off of it a full bath. Unit 7, a Type B Unit, has additional space over the garage appurtenant to the Unit, direct access to which is from the first floor level. The immediate common area to which Type A and Type B Units have access is the ground outside, the front entrance and the patio.

Type C Units are two story townhouses and have a basement. On the first floor level there is a living room/dining area, kitchen, breakfast room, a foyer and a half bath. There is a fireplace in the living room/dining area and a patio off the living room/dining area. The second floor level consists of two bedrooms, each with a full bath off of it. The immediate common area to which Type C Units have access is the ground outside the front entrance and the patio.

Type D Units are one and one half story townhouses and have a basement. On the first floor level there is a living room, dining room, kitchen/breakfast area, a bedroom with a dressing room and full bath off of it, a foyer and a half bath. On the second level is a loft/study, full bath, bedroom and attic storage space. The immediate common area to which Type D Units have access is the ground outside the front entrance and the patio.

There are three styles of Type E Units.

Type E-1 Units are located on the terrace level and consist of a living room, dining room, bedroom, full bath, kitchen and storage room. There is a fireplace in the living room. The immediate common area to which Type E-1 Units have access is a hallway and stairs.

Type E-2 Units are located on the first floor level and consist of a living room, dining room, kitchen, two bedrooms and two full baths. There is a fireplace in the living room and a patio off the living room. The storage area for Type E-2 Units is located on the terrace level. The immediate common area to which Type E-2 has access is a hallway and stairs.

Type E-3 Units are located on the second floor level and consist of a living room, dining room, kitchen, two bedrooms and two full baths. There is a fireplace in the living room and a balcony off the living room. The storage area for Type E-3 Units is located on the terrace level. The immediate common area to which Type E-3 Units have access is a hallway and stairs.

In addition to the descriptions of Units shown above, the following designated Units have a garage as part of the Unit, all as shown the plans recorded herewith:

- Unit 7
- Unit 9
- Unit 10
- Unit 11
- Unit 12
- Unit 14
- Unit 15
- Unit 17

There are an additional eleven (11) garages which are not part of any Unit but for which an exclusive easement to use may be granted all as described in paragraph twenty of this Master Deed.

Appurtenant to each Unit are the following: (a) the exclusive easement to use one (1) outdoor parking space which shall be designated by the Trustees of The Highlands Condominium Trust, (b) the exclusive right and easement to use that portion of the chimney, if any there be, beyond the limits of the Unit, and (c) the exclusive right and easement to use the patio, decks, balcony and steps (if any) adjacent to said Unit. Appurtenant to each Type E-2 and E-3 Unit is an exclusive easement for a storage room in the basement of the Building in which said Unit is located which shall be designated in the Unit Deed to such Unit. The interior of said storage room shall be maintained by the individual Unit Owner. The exterior of said storage room shall be maintained by the The Highlands Condominium Trust. The cost of any repairs to the storage room necessitated by the use of the storage room by the individual Unit Owner shall be the responsibility of the individual Unit Owner.

Appurtenant to some Units may be the exclusive easement to use the fenced in area adjacent to and accessible from such Unit.

Appurtenant to some Units is the exclusive easement to use a garage as provided in paragraph 20.

4. Description of Common Areas and Facilities.

The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit A.

Until the amendment or amendments to the Master Deed creating the subsequent Phase or Phases of the Condominium, the Common Elements of the Condominium shall consist of the entire property as shown on the Plan including all parts of the buildings and improvements thereon other than the Units; until

such amendment or amendments, the buildings constituting the subsequent Phases shown on the Condominium Plan, are specifically excluded from the Common Elements. The Declarant has reserved the right to construct buildings constituting additional Phases on those portions of the land so designated on the Plan as Additional Phases. If the Master Deed is not so amended to create a subsequent Phase, then the land upon which said Phase was to be constructed shall be a common element and part of the Condominium. If the Master Deed having been amended to create a subsequent Phase or Phases is not further amended to create the succeeding Phase, then the land upon which said Phase was to be constructed shall become part of the Condominium.

The common areas and facilities of the Condominium ("Common Elements") consist of:

- (a) Said land above described in paragraph 2 as it may be amended. Until the Master Deed has been amended to include Phases II and III, the land and buildings constituting those Phases are specifically excluded from the Condominium.
- (b) The yards, lawns, gardens, driveways, walkways, foundations, girders, beams, supports, and ceiling joints, studding, roofs, common walls, mailboxes and other improvements including railings, exterior steps and exterior lighting fixtures.
- (c) Those portions of floors, ceilings and walls not included in the Units as defined in Article 3 hereof.
- (d) The walkways, steps and chimneys, provided, however, that each Unit Owner shall have an easement for the exclusive use of the walkways, steps, bulkhead and chimney, extending from his Unit.
- (e) Installations of any central services, such as power, light, water, and heating, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).
- (f) All conduits, chutes, ducts, plumbing, wiring, chimneys, flues, tanks and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Buildings, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (g) All heating equipment and other apparatus and installations existing in the Buildings for the common use, or necessary or convenient for the existence, maintenance or safety of the Buildings.

- (h) All outdoor driveways, parking spaces and garages and areas as shown on the site plan, provided however that each Unit Owner shall have the exclusive right to use one (1) parking space on a reserved basis and provided that certain Unit owners shall have the exclusive right to use one (1) or more garages as provided in paragraph 20.
- (i) Such additional common areas and facilities as may be defined in Chapter 183A.
- (j) All other elements and features of the condominium however described, excepting only the Units themselves as here defined and described.

Said common areas and facilities shall be subject to the provisions of this Master Deed, The Highlands Condominium Trust and the Rules and Regulations promulgated thereunder as the same may affect the use and maintenance of the Common Elements.

5. Site Plans and Floor Plans.

Simultaneously with the filing hereof, there has been filed with the Norfolk County Registry of Deeds, a site plan dated November 17, 1982, revised December 10, 1982, revisions and additions dated November 3, 1983, by James W. Haley, Registered Land Surveyor, ("Plan") and a set of floor plans dated October 18, 1983, by Claude Miquelle Associates showing the layout, location, unit numbers and dimensions of the Units in Phase I and stating the name of the Condominium, and bearing the verified statement of Harmon J. Kiley, Registered Architect, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units in Phase I as built. Floor plans with respect to units in Phases II and III, will be filed with an amendment to this Master Deed creating Phases II and III, in the event such phases are included in the Condominium.

6. Use of Building and Units.

The Units are intended only for residential purposes or for such other purposes as may be permitted by the Zoning By-Law for the Town of Needham, Massachusetts. The Common Elements may be used only for such ancillary uses as are required in connection with such purposes. Further restrictions on use of the Buildings and Units are shown on Schedule B attached hereto, made a part hereof and incorporated by reference as if fully set forth herein.

7. Amendment of Master Deed.

This Master Deed may be amended by vote of at least 80% in beneficial interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions

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of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 80% in beneficial interest of all Unit Owners. However, the Seller may amend this Master Deed without the consent of any Unit Owners so as to create and subject Phases II and III, to the provisions of Chapter 183A of the Massachusetts General Laws, thereby incorporating Phases II and III as part of the Condominium created by this Master Deed.

The Seller or its successors in interest shall have the right prior to creating Phases II and III, to change the number, size, layout, and location of Units in those Phases; provided that no such change shall alter the effective percentage interest in common areas and facilities as may be determined from the formula set forth in this Master Deed or any amendment thereto. In no event shall the Master Deed be amended by the Seller or its successors in interest aforesaid so as to provide for more Units in Phases II and III, than are indicated on Schedule A hereof. Any such amendment shall contain with respect to Phases II and III, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. No amendment shall be effective until recorded with the Norfolk Registry of Deeds.

The date on which any such instrument 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 registered within six (6) months after such date;

No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

Except with regard to creating additional phases, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all of the Units and said instrument is therein designated as an Amended Master Deed;

No instrument of amendment affecting any Unit subject to a first mortgage of record thereon held by a bank, credit union, insurance company, or any other lender, or a purchase money second mortgage held by the Seller or its assigns shall be of any force or effect unless the same has been assented to by such holder; and

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 said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

Eligible Mortgage Holders also shall have the right to join in the decision making about certain amendments to the

Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by unit owners representing at least 67% of the total allocated votes in the Owners' Association, unless a higher percentage is elsewhere in the Condominium Constituent Documents or by law is required, if approved by eligible Mortgage Holders representing at least 51% of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Trust or any of the other documents of the Condominium which establish, provide for, govern or regulate any of the following:

- a. Voting - Rights
- b. Assessments, assessment liens or subordination of such assessment liens;
- c. Reserves for maintenance, repair and replacement of the common areas;
- d. Insurance or Fidelity Bonds;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- 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 general or limited Common Elements;
- 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, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.
- n. A decision by the Owners' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;

o. Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;

p. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.

Pursuant to Article 2 of the Master Deed subsequent Phases are added to the Condominium at the sole discretion of the Seller without consent of any Unit Owners or mortgagees.

Subparagraph (g) above shall not prevent the inclusion of subsequent Phases into the Condominium at the sole discretion of the Seller as provided in the Master Deed, or require any consent of any Unit Owners or any mortgagees whatsoever for the inclusion of subsequent phases at the sole discretion of the Seller as provided in the Master Deed.

The provisions of subparagraphs a - p do not apply to amendments or termination of the Condominium as a result of destruction, damage, condemnation or to reallocation of interests in Common Elements pursuant to the incorporation of additional phases.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property shall require the assent of Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged units.

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

Nothing contained herein shall permit the percentage of the undivided interest of each unit owner in the common areas as expressed in this Master Deed to be altered except as shown in Schedule A of this Master Deed without the consent of all unit owners, expressed in an amended Master Deed duly filed.

8. Name of Condominium.

The Condominium is to be known as "THE HIGHLANDS". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "THE HIGHLANDS CONDOMINIUM TRUST". The names of the initial Trustees of the Trust are: Alexander H. McNeil, William R. Roop, III, Richard C. Crowell, Paul E. Tryder and Paul B. Rhuda. The Declaration of Trust contains by-laws enacted pursuant to Chapter 183A.

9. Determination of Percentages in Common Elements.

The percentage of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date for Phase I and for subsequent phases, which are to be included in the Condominium by amendment to the Master Deed as provided in Paragraph 7 hereof. No changes in percentages of interest of respective units, creating subsequent phases, may be effected more than seven (7) years from the date of this Master Deed.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Buildings; or (b) alteration or repair of the Common Elements, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as said Buildings stand.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.]

12. Units Subject to Master Deed, Unit Deed and Declaration of Trust.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to and shall comply with the provisions of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations,

as they may be amended from time to time, as the same may affect the use and maintenance of the Common Elements, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recording of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, and the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations annexed to the Condominium Declaration of Trust, and the site and floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the 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 this Master Deed, the Unit Deed, Condominium Declaration of Trust or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Sale, Resale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights as owners of unsold Units, as owners of any other Unit.

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Trust and (iv) exclusive rights of Unit Owners as provided in this Master Deed, to patios, decks, balconies, chimneys, walkways, yards, parking spaces, garages, and steps, if any. Areas as to which Unit Owners have exclusive rights are sometimes referred to herein as Limited Common Elements.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed against his Unit.

14. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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.

15. 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.

16. 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.

17. 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 stated above conflict with the provisions of said statute, the provisions of said statute shall control.

18. Modification of Unit.

The Owner of any Unit may not, at any time make any change or modifications of the exterior of said Unit or any interior

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changes that would affect, or in any way modify, the structural or supportative characteristics of the Building or its service; however, such owner may at any time and from time to time, make non-structural interior changes in his Unit, subject always to provisions of this Master Deed and the provisions of the Condominium Trust, including the rules and regulations promulgated thereunder. Any and all work, with respect to the foregoing, shall be done in a good and workmanlike manner pursuant to building codes, and pursuant to plans and specifications which have been submitted to and approved by the Condominium Trustees. An owner may, however, decorate the interior of his Unit without the consent of the Condominium Trustees.

19. Miscellaneous

Notwithstanding anything herein contained to the contrary, Seller reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (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 ownership; (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Seller to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance of, and a consent to the reservation of, the power to the Seller to vote in favor of, make, execute and record Special Amendments. The right of the Seller to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Seller no longer holds or controls title to a Unit.

20. Parking

There are forty-one (41) outdoor parking spaces as shown on the site plan. There are nineteen (19) garages, eight (8) of which are conveyed as part of a Unit, all as shown on Schedule A

and referred to in paragraph 3 of this Master Deed. The percentage interest in the common areas of such Units shown in Schedule A reflects the inclusion of the value of such Unit's garage in the value of the Unit.

Each Unit owner shall be granted by the Seller an exclusive permanent easement to use one (1) outdoor parking space, the location of which shall be designated by the Trustees of The Highlands Condominium Trust. For those Units with a garage as part of the Unit, the easement to use an outdoor parking space shall be for the parking space in front of the garage. If no parking space exists outside the garage, then an easement to use a parking space in the immediate proximate area shall be granted. All Unit owners and their guests shall have the co-exclusive right to use such spaces which are not made subject to an exclusive permanent easement on a non-reserved basis and which do not block any garage which is appurtenant to a Unit.

Of the eleven (11) garages not part of a particular Unit, the Seller reserves the right to grant permanent exclusive easements to use one or more of these garages to a Unit Owner. Those eleven (11) garages shall be considered Units for the limited and express purpose of assigning a percentage interest in the common elements to these eleven (11) garages to reflect the value of these garages, so that they may be shown on Schedule A in accordance with Chapter 183A of the General Laws of Massachusetts. The percentage interest in the common areas of any Unit Owner acquiring a permanent exclusive easement of a garage shall be increased by the percentage interest attributable to the garage as shown on Schedule A. For a Unit Owner acquiring such an exclusive easement to use a garage at the same time which such Unit Owner acquires his Unit, the Trustees of The Highlands Condominium Trust shall designate the outdoor parking space in front of the garage, or, if no parking space exists outside the garage, a space in the immediate proximate area shall be designated as the outdoor parking space for which the Unit Owner shall have an exclusive easement. Should a Unit Owner acquire such an exclusive easement to use a garage after having purchased his Unit, then the Trustees of The Highlands Condominium Trust shall redesignate the outdoor parking space the use of which the Unit Owner has an exclusive easement so that such outdoor parking space is in front of the garage, or, if no parking space exists in front of the garage, a space in the immediate proximate area shall be designated by the Trustees of The Highlands Condominium Trust.

The exclusive easement to use a garage so acquired shall become appurtenant to the Unit, shall be included in the Appurtenant Interests of the Unit as that term is defined in paragraph thirteen of this Master Deed and shall become subject to any prior mortgage on the Unit to which the exclusive easement becomes appurtenant.

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All parking spaces and garages shall be maintained by the Condominium Trust. Unit Owners shall be responsible for maintaining the interior of their garage, including, but not limited to, the replacement of light bulbs, glass and the repair of any damage caused by the Unit Owner to the interior or exterior of the garage. Any taxes or other municipal assessments directly attributable to these garages shall be borne by those Unit Owners possessing the exclusive easement to use said garages. The electricity charges for Units 12, 14, 15 and 17 shall include the electrical charges attributable to the garage appurtenant to said units. The electrical charge for all other garages shall be a common expense. Except for the garages appurtenant to Units 12, 14, 15 and 17, garages may be used only for storage.

21. Secondary Market Requirements

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

A. Definitions

Owners' Association - the organization or entity through which the Unit Owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires, reference to Owners' Association shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

Condominium Constituent Documents - The Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

Eligible Mortgage Holders - Those holders of a first mortgage on a unit who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

Declarant - The person or entity who owns the premises described in the Master Deed being submitted to the provisions of the Condominium Laws.

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

B. FNMA Provisions:

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

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

2. Condemnation, Destruction or Liquidation. (1) In the event of any taking by condemnation or destruction from an insurable hazard or liquidation of assets of the Condominium resulting in losses or proceeds, the Owners' Association shall be designated to represent the Unit Owners in any proceedings, negotiations, settlements or agreements. Each Unit Owner hereby appoints the Owners' Association as an attorney-in-fact for this purpose. With respect to proceeds received as a result of condemnation proceedings, the Owners' Association shall first determine the nature and degree of the taking upon the common areas and facilities and to the units affected thereby, and shall retain a just proportion of such proceeds received to the extent that such taking affected common areas and facilities and shall pay to those unit owners whose units have been affected by any such a taking a just proportion of the balance of the proceeds received. (2) Any proceeds from the settlement shall be payable to the Owners' Association, or the insurance trustee if any for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be paid to the Unit Owners in proportion to their respective beneficial interests in the common areas and facilities.

3. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of the mortgage on any Unit in the Condominium shall be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
- (b) any 60 day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and

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

4. Phasing. In addition to all other requirements established by the Master Deed with respect to the addition of Phases, the following shall control with respect thereto:

- (a) The right of the Declarant to add phases by amendment to the Master Deed shall expire no later than seven (7) years from the date the Master Deed is recorded.
- (b) Assessments for common area charges and expenses attributable to each unit, and the right of each unit to exercise its voting rights, shall commence upon recording of the Master Deed with respect to Phase I, and upon recording of the Amendment to the Master Deed adding the Phase in which the Unit is a part.
- (c) All improvements intended for future phases shall be substantially completed prior to the addition of the Phase.
- (d) All future improvements shall be consistent with the initial improvements in terms of quality of construction.

C. FHLMC Provisions:

1. Any "right of first refusal" contained in the Condominium Constituent Documents shall not impair the rights of a first mortgagee to:

- (a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) sell or lease a unit acquired by the mortgagee.

2. 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.

3. 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 two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Owners' Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (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, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium 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.
4. Consistent with Massachusetts law, 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.
5. No unit owner, or any other party, shall have priority over any rights of the first mortgage 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.
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 bases, and shall be payable in regular installments rather than by special assessments.
7. A first mortgagee, upon request, will be entitled to written notification from the Owners' Association of any default in the performance by the individual unit owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.
8. Any agreement for professional management of the Condominium or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement

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shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

D. Conflicts:

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

WITNESS the execution hereof; under seal, as of the ninth day of November, 1983.

HIGHLANDS CORPORATION

By: Alexander H. McNeil
Alexander H. McNeil, President

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

November 9, 1983

Then personally appeared the above-named Alexander H. McNeil, President of Highlands Corporation, and acknowledged the foregoing instrument to be the free act and deed of HIGHLANDS CORPORATION, before me.

Dana W. Anderson
Notary Public DANA W. ANDERSON
My Commission expires: June 14, 1985

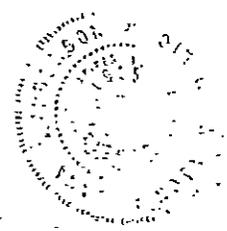


EXHIBIT I

A certain parcel of land together with any improvements situated thereon, as specifically shown as Parcel A on a plan of land entitled, "Plan of Land in Needham, Mass.", prepared by John D. Marr, Town Engineer, dated October 27, 1981, which plan is recorded with the Norfolk County Registry of Deeds with the deed from McNeil & Associates, Inc. to Highlands Corporation referred to below, and being bounded and described according to said plan as follows:

- NORTHWESTERLY by Highland Avenue, Twelve and 67/100 (12.67) feet, then by a curved line, One Hundred Ninety-eight and 79/100 (198.79) feet;
- NORTHWESTERLY again by Highland Avenue, Two Hundred Seventy-Five and 32/100 (275.32) feet;
- NORTHEASTERLY by Oakland Avenue, One Hundred Sixty-One and 30/100 (161.30) feet;
- EASTERLY by Oakland Avenue, by a curved line Forty and 31/100 (40.31) feet;
- SOUTHEASTERLY by Oakland Avenue, Four Hundred Four and 60/100 (404.60) feet; and
- SOUTHWESTERLY by Parcel B on said plan, Ninety-four and 61/100 (94.61) feet and One Hundred Seventy-three and 11/100 (173.11) feet; to the point of beginning.

Parcel A contains 106,595 square feet, more or less, according to said plan.

Being the premises conveyed by McNeil & Associates, Inc. to Highlands Corporation by deed dated June 16, 1982 recorded with Norfolk Deeds, Book 6013, Page 345.

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EXHIBIT I (continued)

A perpetual access and underground utility easement as specifically shown on a plan of land entitled, "Plan of Land in Needham, Mass.", prepared by John D. Marr, Town Engineer, dated October 27, 1981, recorded with the Easement Deed referred to below and appurtenant to Parcel A on said plan, and being bounded and described according to said plan as follows:

- NORTHWESTERLY by Highland Avenue Fifty-eight (58) feet;
- NORTHEASTERLY by land to be conveyed to Highlands Corporation One Hundred thirty (130) feet;
- SOUTHEASTERLY by a line Thirty (30) feet; and
- SOUTHWESTERLY by a broken line having two measurements of Sixty-two (62) feet and Seventy-five (75) feet, respectively, to the point of beginning.

Said easement area contains Four Thousand Eight Hundred Fifty-two (4,852) square feet according to said plan.

The purposes of said Easement shall be: (1) to provide pedestrian and vehicular access by means of an existing driveway from Highland Avenue to "Parcel A", as shown on said plan, in common with the rights of the Town of Needham to use such driveway; (2) to use the easement for all purposes for which public ways are used in the Town of Needham including but not limited to the right to maintain and improve the existing driveway and to install, construct, maintain, and repair underground water, sewer, gas and drainage pipes, and electrical and telephone conduits in and under the Easement area, as well as the right to provide and maintain landscape plantings and lawns within the Easement area; and (3) to agree that neither the Grantee nor the Grantor, their successors or assigns, shall permit vehicular parking with the Easement area.

See Easement Deed dated June 16, 1982 recorded with Norfolk Deeds, Book 6013, Page 346.

SCHEDULE A

The number of rooms and immediate common area to which each Unit has access may be determined by reference to Paragraph 3 of the Master Deed and the portion of said paragraph coinciding with the reference in this Schedule to the style of each Unit.

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SCHEDULE A
THE HIGHLANDS

Unit	Approximate Area (square feet)	Location	Style
1 /	1733 ⁸⁶⁶	47 Highland Court	B
2 /	1600 ^{1/2} = BSM	33 Highland Court	A
3	1600 ^{1/2}	31 Highland Court	A
4	1532 ^{1/2}	17 Highland Court	C
5	1733 ^{1/2}	15 Highland Court	B
6	1733 ^{1/2}	7 Oakland Avenue	B
7	1852 ^{1/2}	19 Oakland Avenue	B*
8	1532 ^{1/2}	21 Oakland Avenue	C
9	1733 ^{1/2}	27 Oakland Avenue	B
10	1733 ^{1/2}	29 Oakland Avenue	B
11	1600 ^{1/2}	33 Oakland Avenue	A
12	1690 ^{1/2}	39 Oakland Avenue	D
13	1532 ^{1/2}	41 Oakland Avenue	C
14	1600 ^{1/2}	43 Oakland Avenue	A
15	1690 ^{1/2}	47 Oakland Avenue	D
16	1532 ^{1/2}	36 Highland Court	C
17	1600 ^{1/2}	34 Highland Court	A
18 ✓	1100	35 Highland Court	E-1
19 ✓	1100	37 Highland Court	E-1
20 ✓	1215	39 Highland Court	E-2
21 ✓	1255	41 Highland Court	E-2
22 ✓	1215	43 Highland Court	E-3
23 ✓	1255	45 Highland Court	E-3

*This Unit has an additional room located over the garage appurtenant to the Unit.

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Unit	Approximate Area (square feet)	Location	Style
24	1100	19 Highland Court	E-1
25	1100	21 Highland Court	E-1
26	1215	23 Highland Court	E-2
27	1255	25 Highland Court	E-2
28	1215	27 Highland Court	E-3
29	1255	29 Highland Court	E-3
30	1100	1 Highland Court	E-1
31	1100	3 Highland Court	E-1
32	1215	5 Highland Court	E-2
33	1255	7 Highland Court	E-2
34	1215	9 Highland Court	E-3
35	1255	11 Highland Court	E-3

The approximate area shown for each unit does not include any basement areas.

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PERCENTAGE INTEREST IN COMMON ELEMENTS
BY PHASE

Unit No.	I	II	III
1	6.26	4.18	3.42
2	5.91	3.94	3.22
3	5.91	3.94	3.22
4	5.55	3.70	3.02
5	6.26	4.18	3.42
12 *	6.76	4.56	3.69
13	5.55	3.70	3.02
14 *	6.18	4.12	3.37
18	3.24	2.16	1.77
19	3.24	2.16	1.77
20	4.69	3.12	2.55
21	4.69	3.12	2.55
22	4.69	3.12	2.55
23	4.69	3.12	2.55
24	3.24	2.16	1.77
25	3.24	2.16	1.77
26	4.69	3.12	2.55
27	4.69	3.12	2.55
28	4.69	3.12	2.55
29	4.69	3.12	2.55
6		4.18	3.42
15 *		4.56	3.69

Schedule A - Page 4

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PERCENTAGE INTEREST IN COMMON ELEMENTS BY PHASE

Unit No.	I	II	III
16		3.70	3.02
17 *		4.12	3.37
30		2.16	1.77
31		2.16	1.77
32		3.12	2.55
33		3.12	2.55
34		3.12	2.55
35		3.12	2.55
7 *			3.72
8			3.02
9 *			3.57
10 *			3.57
11 *			3.37

*These Units have a garage appurtenant to the Unit and the percentage interest in common elements of these Units includes the appurtenant garage.

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There are nineteen (19) garages as described in Paragraph 20 of the Master Deed. Six (6) of these garages shall be made part of the Condominium as part of Phase I. Another two (2) of these garages shall be added to the Condominium as part of Phase II and another eleven (11) of these garages shall be added to the Condominium as part of Phase III.

The percentage interest of each garage in Phase I of the Condominium is .27.

The percentage interest of each garage with the addition of Phase II to the Condominium is .18.

The percentage interest of each garage with the addition of Phase III to the Condominium is .15.

NEEDHAM PUBLIC SCHOOLS

1330 HIGHLAND AVENUE

NEEDHAM, MASSACHUSETTS 02192

September 10, 1981

Mr. Donald Kidd
179 Harris Avenue
Needham, MA 02192

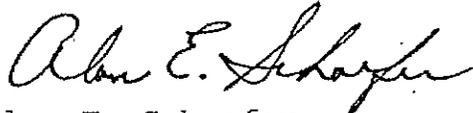
Dear Mr. Kidd:

The Needham School Committee, at its meeting of September 8, 1981, voted a willingness to grant an easement for the Highland Avenue entrance to the condominiums to be built on the Highland School property.

This vote is contingent upon receipt of specific specifications from the builder.

If you have any questions regarding this decision, please call.

Sincerely,



Alan E. Schaefer
Superintendent of Schools

AES:elg