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RICE SCHOOL CONDOMINIUM
42-48 Phillips Road
Holden, Massachusetts

MASTER DEED

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*RICE SCHOOL CONDOMINIUM
42-48 Phillips Road
Holden, Massachusetts 01520*

MASTER DEED

A. **Submission to Condominium Status.** We, Mark S. Ingram, Amy L. Harden, Carrie Stevens, Herbert G. Ingram, and Kelly A. Henderson, Members of Rice Holden, LLC, a Massachusetts Limited Liability Corporation with a principal place of business at 255 Park Avenue, Suite 602, Worcester, Massachusetts and having its Certificate of Organization recorded with the Massachusetts Secretary of State effective November 15, 2006, (the "Declaring"), being the sole owners of the land, buildings and improvements made by the Declaring to property purchased from the Town of Holden, MA under Contract Development Agreement and being a portion of the site formerly known as Margery A. Rice School and located at 42-48 Phillips Road, Holden, Massachusetts containing approximately 81,127 square feet and more particularly described in Section C (1) and (2) hereof and, of all easements, rights and appurtenances belonging thereto, does hereby submit the Land and Buildings (collectively, the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as amended to the date of recording of this Master Deed (as so amended "the Condominium Law"), and hereby states that it proposes to create and does hereby create with respect to the Property a condominium to be governed by and subject to the provisions of the Condominium Law.

B. **Name of Condominium.** The Condominium is to be known as RICE SCHOOL CONDOMINIUM.

C. **Description of Land and Buildings.**

1. **Description of Land** The premises which constitute the Condominium (the "Condominium") consists of the land together with the buildings thereon, located at 42-48 Phillips Road, Holden, Massachusetts and bounded and described as follows:

BEGINNING at the most southerly corner of said parcel, on the northerly right of way line of Phillips road as laid out by the Worcester County Commissioners on February 6, 1945 and being North 65°39'40" West, 28.06 feet from the point of curvature of the rounding of the right of way at the intersection of Woodland Road;

- THENCE along the northerly right of way line of Phillips Road, North 65°39'40" West 224.72 feet to a point;
- THENCE continuing along the northerly right of way line of Phillips Road, North 71°29'35" West, 113.14 feet to a point, said point being at the southeast corner of land now or formerly of Harding and also being North 32°57'15" East, 0.10 feet from a stone bound with a drill hole-found;
- THENCE along the easterly line of the land of Harding, North 19°26'04" East, 149.03 feet to a point at the northeasterly corner of the land of Harding, said point also being North 69°20'25" West 0.13 feet from a concrete bound with a drill hole-found;
- THENCE along the northerly line of the land of Harding, North 64°41'00" West, 37.23 feet to a point at a corner of Parcel "B" as shown on the said CABCO CONSULT plan to be recorded herewith;
- THENCE along an easterly line of said Parcel "B", North 19°15'23" East, 115.60 feet to a point at the northwesterly corner of the parcel described herein and the southerly line of said Parcel "B";
- THENCE along the southerly line of said Parcel "B", South 71°18'23" East, 180.88 feet to a point;
- THENCE continuing along the southerly line of said Parcel "B", South 84°04'36" East, 138.40 feet to a point at the northeasterly corner of the parcel described herein and the northwesterly corner of land now or formerly owned by Mateychuk;
- THENCE along the westerly line of Mateychuk and the westerly line of lands now or formerly owned by Kappes and Morrow, South 25°57'40" West, 181.20 feet to a point at the southwest corner of the land of Morrow;
- THENCE along the southerly line of the land of Morrow, South 64°40'30" East, 20.11 feet to a point at the northwesterly corner of Parcel "C" as shown on the said CABCO CONSULT plan of land to be recorded herewith;
- THENCE along with the westerly line of said Parcel "C", South 18°59'44" West, 98.30 to a point;
- THENCE continuing along the westerly line of said Parcel "C", South 19°51'14" East, 48.73 feet to the point of beginning.

Said tract of land contains 81,127 square feet or 1.862 acres, more or less, subject to and together with any legal easements and rights of way.

Being the same premises conveyed to Rice Holden, LLC by deed from the Town of Holden, MA dated March 19, 2007 and recorded with Worcester District Registry of Deeds in Book 40878, Page 281 on March 27, 2007.

Being the same premises shown on Plan showing Parcel "A" prepared by CABCO CONSULT for Rice Holden LLC dated November 16, 2006 entitled "Plan of Land at 48 Phillips Road, Holden, MA". Endorsed by Town of Holden Planning Board on December 28, 2006 as plan not requiring subdivision approval and said plan being recorded in Worcester District Registry of Deeds in Plan Book 855, Plan 14 recorded on May 23, 2007.

Subject to perpetual rights and easements shown below:

- a. Fencing Agreement set forth in the Deed from J. Stanley Holt to the Town of Holden dated September 9, 1948 and recorded in Plan Book 3145 Page 377.
- b. Monumentation and Fencing Agreement set forth in the Deed from John C. Van Allen and Jane R. Van Allen to the Town of Holden dated December 22, 1972 and recorded in Book 5295 Page 52.
- c. Notice of Variance and Special Permit by the Town of Holden Board of Appeals recorded in Book 40551 Pages 134, 140 and 146.

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Said premises are known as 42-48 Phillips Road, Holden, Massachusetts.

2. Description of Buildings The improvements constructed on the land consist of two buildings plus an exterior connector with basement (hereinafter referred to as the "Buildings"). The Buildings and the Units are depicted on Floor Plans and Site Plans of the two buildings recorded herewith and referred to in Section D as the "Plans".

The Site improvements consist of two buildings with a connector between the two Buildings. For purposes of this description, the wood frame building contains ten units and is hereinafter for description purposes referred to as "Building A" and is designated by the Town of Holden as "42 Phillips Road". The brick and steel frame building containing fifteen units hereinafter for description purposes is referred to as "Building B" and is designated by the Town of Holden as "48 Phillips Road".

The connector allows access from the basement of 42 Phillips Road to the lower level of 48 Phillips Road buildings and contains the main electrical service for both buildings. This area is Common Area. The connector also provides an uncovered walkway with entry from both the front and rear of the Buildings to the main entrances for both Buildings.

- a. Description of Building A: The original building was built as a schoolhouse in 1910 and was added to in approximately 1922. The architectural style of the building is colonial revival style and has historical significance to the Historical District of the Town of Holden, and therefore the Declarant has agreed to provide restoration to the exterior of the Building to retain the original character of the building. Building A is a 3-story building containing approximately 17,000 sq. ft. on 3 levels. The basement level is substantially below grade. This level will be used for mechanical equipment, storage, and ancillary uses which are designated as Common Area and Limited Common Area as shown on Plan. The first and second levels of Building A contain five residential units on each of the 2 levels. The size and description of Units are shown on recorded Plans and in Schedule B for Units 1 through 10. Units 1 through 5 are on the first level. Units 6 through 10 are on the second level.

The construction of Building A at 42 Phillips Road is as follows:

Foundation

- (1). The foundation of Building A is mortar-laid fieldstone with the exterior face of the foundation that is above grade being cobblestone.

Floor

- (2). The basement floor of Building A is concrete.

Building Frame

- (3). The frame of Building A including its exterior and interior bearing walls, floors, ceilings and roof framing are wood frame studs and joists. The floor and roof decking are also wood materials of various descriptions.

Roofs

- (4). The roof surface is a combination of slate on the existing pitched roof and membrane on the flat surfaces. The roof has a series of brick chimneys, small windows, metal flashing, and wood details which are being retained for historical significance.

Exterior Building Covering

- (5). The existing corner wood pilasters, the wood molded fascia and soffits existing details on both the hip roof section and the flat roof parapet sections will be retained and restored within reasonable limitations. The exterior siding will be new composition Hardieplank siding to look like wood clapboards.

Windows

- (6). All existing windows will be replaced with new vinyl windows meeting all current energy codes of a style and designed to match the look of the original 1910 style building. The Condominium Trust shall continue to maintain the exterior look of the exterior of the building including the windows and all corner boards, fascia, soffit details and siding in the style and in reasonable condition as at the inception of the Condominium.

Entrance

- (7). Building A has two entrances both containing architectural detail features. The main entrance is serviced by a brickwall with bluestone cap and concrete deck connector, which connects Building A and Building B. The entry way has a new portico over the entrance with columns, a pitched roof, and moulding to complement the original building. The main entrance of the connector has an exterior enclosed lobby area with mailboxes and intercom system.

Interior Stairway

- (8). Building A has two stairways that connect all three levels of the Building. These stairways are substantially the same stairways that were used when the Building was used as a schoolhouse.

Plumbing and Water and Sewer

- (9). All plumbing in Building A is new plumbing including waste, vent, water piping, and fixtures. Water is provided by the Town of Holden Public Water Supply. Water is metered and the Condominium Trust pays Town of Holden for water and sewer usage. These costs shall be Common Element Expense. All piping that services more than one Unit shall be Common Element Expense to maintain and repair. All piping and fixtures units that service only one specific Unit shall be Unit Owner's expense to repair and maintain or replace.

Hot Water

- (10). Hot water is provided by an oil-fired hot water heater and storage tanks located in the basement of Building A. Cost of fuel, maintenance and repair or replacement of this equipment shall be Common Element and Common Expense. All piping that services more than one Unit is Common Element and Common Expense to maintain.

Heating and Air Conditioning System

- (11). New oil-fired hot water boiler will be provided in basement mechanical room to provide heat to units and common areas of Building A. New hot water heating supply and return line will be run through the basement with vertical riser to each of the 10 units and the common areas. Oil tanks to provide oil storage for heating system will be located in the basement mechanical room. All costs relating to the operation of this heating system including the fuel cost, repair, maintenance, replacement of these systems shall be Common Element and shall be part of the Common Expense.

Within each of the 10 Units will be located an HVAC unit and distribution system that provides heat and air conditioning to each specific Unit. As part of this equipment, on the flat roof on the rear of this Building and/or on concrete pad in front of the Building there is located individual condensing units that are connected with piping and wiring to the equipment within the Unit. Each individual Unit Owner shall be responsible for the repair, maintenance, and replacement of equipment that provides HVAC service to the individual Unit. All piping, wiring, and equipment that are shared or provide service to more than one unit are Common Element and Common Expense. Condominium Trust may contract with independent oil providers to provide required fuel, which is a Common Expense for both heat and hot water.

Electrical System

- (12). The main electrical service is located in the basement of the connector and comes into Building's basement from an underground service. Service is provided to Building A and Building B by Holden Municipal Light Department. Each Unit is separately metered and will be billed for the electric usage within the Unit by Holden Municipal Light Department. All Common Areas of Building A and B are serviced by a house meter. These costs are Common Expense and are included in the Condominium Fee. All portions of the electrical system that services more than one Unit are Common Element and Common Expense to maintain repair or replace. All electrical systems that service only one Unit are the responsibility of that Unit Owner to repair, replace and maintain.

Sprinkler System

- (13). All areas of Building A's Common Areas and Units including the basement area are fully sprinkled. All costs related to the operation of the sprinkler systems are Common Expense.

b. Description of Building B

The newer or the brick section of the Building was built in 1949 with an addition built in 1973. Both the 1949 and 1973 additions are similar in construction and are known as "Building B". Building B is a 2-story masonry and steel frame building with 11,762 square feet of space on the ground level and approximately the same amount of space on the second level. Building B contains two 2-bedroom Units, two 1-bedroom Units on lower level, and four townhouse Units on the first and second level. The lower level also contains two mechanical rooms, storage rooms, and other areas available as Common Area or Limited Common Area. The second level contains five 1-bedroom units and two 2-bedroom units. There are a total of 15 Residential Units on both levels combined. The exact size and description of the Units are shown on the Recorded Plan and in Schedule B for Units 11 through 25. Designation of lower level Common Area and Limited Common Area are also shown on Plan.

The construction of Building B at 48 Phillips Road is as follows:

Foundation

- (1). The foundation of Building B is above and below grade is reinforced concrete.

Building Frame

- (2). The frame of Building B and all floors, roof and exterior walls are steel beams, columns, and bar joists. The roof over the original Building is bar joist and wood deck, and over the rear addition portion of the Building it is bar joist and metal deck.

Floor System

- (3). (a). The floor system for the lower floors is poured concrete on grade.
 (b). The floor system for the upper level of the existing Building B is steel frame, bar joists and concrete floor.
 (c). The floor system of the townhouses is a wood frame and plywood floor system.

Exterior Walls

- (4). The existing exterior walls of Building B is non-wall bearing masonry brick and block. The renovation to Building B after condominium conversion will provide a mix of yellow brick, wood frame, vinyl siding, and Hardieplank composition siding.

Roofs

- (5). The roof surface is flat roof with membrane covering and internal roof drains. The new mansard roof areas have a wood frame system with aluminum soffits and asphalt shingles.

Windows and Patios

- (6). All existing windows are to be replaced with new vinyl double-hung style windows with vinyl casings. Size of windows varies with units. Townhouse units have sliding doors to exterior grade level patio. All new windows meet current 2006 Energy Codes. Four townhouse units will have patios at grade level which will be Limited Common Area to the adjacent unit. Unit 14 has an enclosed porch and Unit 24 has an exterior deck with rail system and is Limited Common Area.

Entrances

- (7). The lower level of Building B is accessible from new entry at the Phillips Road end of Building. This entry will have wood frame and casing trim detail aluminum doors and sidelight with mansard roof overhead. Entry will have exterior lobby and intercom system. The main entrance to Building B is located off the connector which connected Building A and B and is serviced by a stairway on the Phillips Road side of the connector and from an on grade sidewalk from the rear parking lot. This entrance has 2 sets of aluminum doors with sidelights. The lobby area contains the mailboxes, intercom system, and fire alarm panel for Building B on both levels.

The second entry is at the rear opposite end of Building B at a half level between first and second floors. This entry and stairway is existing entry with metal frame, sidelight, transoms transition and existing wood doors and hardware. This entry will remain unchanged.

Stairways

- (8). The two existing stairways at opposite ends of Building B are accessed from the two above described entrances will remain unchanged. These stairways are connected with a main corridor on both levels which will also remain "as-is" with only cosmetic changes.

Plumbing and Water and Sewer

- (9). All plumbing above the basement floor level is new plumbing including waste, vent, water piping, and fixtures. Existing underground plumbing below the lower level concrete floor will be reused as will the existing connection to the street. Water is provided by the Town of Holden Public Water Supply. Water is metered and Condominium Trust pays Town of Holden for water and sewer usage. These costs shall be Common Element Expense. All piping that services more than one Unit shall be Common Element expense to maintain and repair. All piping and fixtures units that service only one specific Unit shall be Unit Owner's expense to repair and maintain or replace.

Hot Water

- (10). Hot water is provided by an oil-fired hot water heater and storage tanks located in the Utility Room of the lower level of Building B. Cost of fuel, maintenance and repair or replacement of this equipment shall be Common Element and Common Expense. All piping that services more than one Unit is Common Element and Common Expense to maintain.

Heat System

- (11). Oil-fired hot water boiler will be provided in the Utility Room on the lower level of Building B so designated. This boiler will provide heat to all 15 units plus Common Areas. Oil tanks to provide oil storage are also located in the Utility Room as are the pumps and other mechanical equipment used in the operation of the heating system. Supply and return lines and other piping and required mechanical work will be provided in the ceiling of the lower level main corridor. All costs related to the operation of the heating system including fuel cost, repair, maintenance and replacement of these systems or their components that service more than one Unit or that service Common Areas shall be Common Elements and shall be part of the Common Expense. Within each of the 15 individual Units is located a heat and air conditioning unit and distribution system that provides heat and air conditioning to each specific Unit. As part of this equipment, there will be individual condensing units that are connected with piping and wiring to the equipment within the Unit and is located on the roof area of Building B. The piping or wiring may pass through Units other than the Unit that it services. Each individual Unit Owner shall be responsible for the repairs, maintenance and replacement of the equipment that provides HVAC service to individual Units. All piping, wiring, and equipment that is shared or provides service to more than one Unit are Common Elements and Common Expense. The Condominium Trust will contract with independent oil providers the required fuel, which is Common Expense for both heat and hot water. The Condominium Trust may, with the consent of its Directors enter into a contract for service of individual Unit Owner's equipment if at its sole discretion it deems this to be for the benefit of the Unit Owner.

Electrical System

- (12). The main electrical service is located in the lower level of the connector and comes into Building B from a new underground service. Service is provided to the Building B by Holden Municipal Light Department. Each Unit is separately metered and will be billed for the electric usage within the Unit by Holden Municipal Light Department. All Common Areas of Buildings A and B are serviced by a house meter. These costs are Common Expense and are included in the Condominium Fee. All portions of the electrical system that services more than one Unit are Common Element and Common Expense to maintain repair or replace. All electrical systems that service only one Unit are the responsibility of that Unit Owner to repair, replace and maintain.

Sprinkler System

- (13). All areas of Building B's Common Areas and Units including the utility room and lower level area are fully sprinkled. All costs related to the operation of the sprinkler systems are Common Element Expense.

- D. **Floor Plans and Site Plan.** There are recorded herewith a Site Plan and Floor Plans of the Buildings showing the layout, location, Unit numbers, and dimensions of the Units, stating that the Buildings are named, "Rice School Condominium", and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor certifying that the plans fully and accurately depict the layout of each Unit with respect to the dimension of the specific Units and showing the Common Areas and Limited Common Areas hereinafter referred to as the "Plans". Projection into Units for structural columns, pipe shafts, ventilation shafts, etc, which are typical to all Units are included in the square foot calculations shown on the Plan.
- E. **Description of Units.** The Buildings described in Paragraph 2(a) and (b) contain twenty-five (25) condominium Units as shown on the Plans. All twenty-five Units are intended for residential use as provided for in Schedule "A" of the Declaration of Trust.

The description of each Unit, together with a statement of its location, approximate area, and its proportionate interest in the common areas and facilities (the "Common Elements") are set forth in Schedule C attached hereto and made a part hereof.

The boundaries of the Units are as follows:

1. Floors: The unfinished upper surfaces of the wood or concrete floors.
2. Ceilings: The unfinished, undecorated lower surfaces of the plaster sheetrock or metal pan ceiling.
3. Walls: The plane described by the surfaces, on the Unit side of the studs designed to serve as the framework of each wall separating the Unit from the adjacent Unit or from any areas which are Common Elements or from the exterior of the Buildings, provided that where such exterior wall and corridor wall is block or other masonry material, the boundary shall be the plane formed by the block or other material on the Unit side.
4. Doors and Windows: The inside faces on the Unit side of each window or door opening into areas which are Common Elements or part of another Unit or to the exterior of the Buildings or the interior corridors.

Notwithstanding the foregoing, included within each Unit is the trim and framing of windows and doors along the boundaries of each Unit (but not including the exterior surfaces of such trim and framing). Although the glass in such windows is not included within the Unit, the Unit Owner shall be responsible for cleaning the interior and exterior surfaces of the glass in such windows and the Unit Owner is responsible for the operating hardware of both doors and windows within the Unit.

- F. **Description of the Common Elements or Limited Common Area.** The Common Elements of the Condominium consist of the entire Property, including without limitation the following, except the Units and such of the following as are by the Plans specifically made part of any Unit, and areas such as storage areas and parking spaces that are designated as Limited Common Areas:

1. the Land and all service areas, yards, walkways, landscaping, and connecting building and exterior walkway and ramps located thereon, and all lighting (including without limitation, wiring, conduit and switches thereto) equipment, canopies and other fixtures on the Land which are not located in the Buildings;
2. the foundations, under-slab drainage system, the slurry wall, all footings, structural walls, structural slabs, structural steel, columns, beams, and supports, the concrete floor, the exterior wall block and brick and all exterior windows, the roof and roof structures, and all walls dividing a Unit from another Unit or from a Common Element (other than drywall on the Unit side thereof);
3. the Site Plan depicts the location of the 45 parking spaces which are Limited Common Area and the right to use of a parking space shall be a parking easement. The exclusive right to use a parking space or parking easement shall be granted to Unit Owners at the time of purchase of a condominium Unit. A holder of record of such exclusive easement of such a parking space, who shall be a Unit Owner of the Condominium, is hereafter referred to as a "Parking Space Owner". One parking space or parking easement shall be granted each Unit as part of the purchase price of the Unit. Additional parking spaces or parking easements may be granted to Unit Owners at a cost to be determined by the Declarant. Those parking spaces not assigned to a Unit Owner shall remain the property of the Declarant until such time that the last Unit is deeded. Declarant, at its sole discretion, shall have the right to sell additional spaces to Unit Owners until the last unit has been sold. Any parking spaces not purchased by Unit Owners as part of the original purchase or subsequent purchases shall become the property of the Condominium Association and shall be designated as "visitor parking". In addition to the 45 above referenced parking spaces, there are 6 additional parking spaces that belong to the Condominium Association but are deed restricted for use by the residents of the Town of Holden playground area.

Six parking spaces shown on the Site Plan are part of the Condominium Trust's property but are designated for use by the Town of Holden residents for parking for the adjacent children's playground. Condominium Trust shall be responsible for the maintenance of these spaces as part of the Common Expense.

4. The basement floor plan of Building A 42 Phillips Road shows both Common Areas and the Limited Common Areas. The lower level floor plan of Building B 48 Phillips Road shows Condominium Units, Common Areas, and Limited Common Areas. The Limited Common Areas in both buildings are the property of the Declarant until such time as they have been assigned as storage space to an individual Unit Owner or until such time that the last Unit has been deeded out, at which time any remaining Limited Common Area shall become the property of the Condominium Association for use at its discretion or the discretion of the Directors. No storage areas outside the limits of the individual condominium Units #1 through #25 are included in the selling price of the Units except Unit 17, which has designated Washer/Dryer Room which is part of Unit 17. Unit Owners may, at their discretion, purchase from the Declarant Limited Common Area from which the Declarant will construct and enclose to provide storage areas outside the limits of the Unit. The sizes and the cost relating to sale price of these units shall be a matter of negotiation between the Buyer and the Seller.

Declarant as part of this transaction agrees to construct 4 walls with a locked door and a lighting fixture. Declarant makes no representation as to the appropriateness of these basement storage areas for the storage of various items since all storage rooms are in areas below grade.

Any areas designated as Limited Common Areas that have not been converted to storage space effective the date of the last sale or deed to a Unit shall become the property of the Condominium Association for such use as to be determined by the Association or its Directors.

Until such event occurs the space shall be the property of the Declarant and shall be used for whatever legal purpose the Declarant chooses. No fees shall be charged to either the Declarant or the Unit Owners for use and occupancy of this space, which is included in the overall allocation of percentage of beneficial interest;

5. the domestic cold water and sewer systems, the domestic hot water system, (other than plumbing fixtures), including, without limitation, incoming utility service, and equipment for distribution of cold water (including pumps, valves, pressure reducers and meters); all equipment required for distributing domestic cold water to an incoming valve into each Unit; all storm and sanitary sewer equipment (including, without limitation, vent lines, ejectors and pumps, interceptors, filters and valves), and metering devices;
 6. the hot water heating system, including, without limitation, boilers, hot water circulating pumps, piping valves, expansion loops, anchors, air separators, expansion tanks, and related gauges and controls, if common to more than one Unit or group of Units;
 7. the fire and life safety system including, without limitation, wet pipe sprinkler systems, fire extinguishers, fire detection, alarm and communication systems, door unlocking and holding services, and all egress designated as Common on the Plans;
 8. all mechanical systems which are used by more than one Unit or group of Units, including, without limitation, all fans, ducts, dampers, associated motors and wiring controls and all grills and diffusers including heat and air conditioning systems that provide heat and air conditioning to common area corridors;
 9. all other installations which are used by more than one Unit;
 10. all other portions of the Property designated Common on the Plans.
- G. **Use of the Units.** Until all of the Units have been sold by the Declarant, the Declarant may use one or more Units for sales or rental office and/or models and for similar purposes related to the sale or leasing of Units, including, without limitation, the right to use such parking spaces in the Parking Lot, the exclusive right to the use of which has not been assigned to particular Unit Owners. Further, the Declarant shall be entitled to install signs or fixtures, employ sales staff personnel and allow access, ingress and egress to prospective purchasers or other proper parties upon the Property on such days and during

such hours as may be determined by the Declarant in its sole discretion. Those signs, fixtures, and other items installed in or upon the Property by the Declarant to facilitate the sale or leasing of Units shall not be considered Common Elements and shall remain the property of the Declarant. Notwithstanding any other provision of this Master Deed, the Condominium Trust or the By-Laws, the Declarant shall also be permitted to conduct construction activities in Units not yet sold and in the Common Elements and be allowed access to the Common Elements at such times and in such manner as the Declarant determines in its reasonable discretion, provided that such activities do not unreasonably interfere with the use and enjoyment by other Unit Owners of their Units or limited common area. The Declarant shall also have such access to Units which have been sold which is reasonably necessary in connection with the construction of other Units and the Common Elements, provided that the Declarant gives the Unit Owner reasonable notice, complies with reasonable security measures imposed by the Owner, and conducts the construction activities at reasonable times and in a manner reasonably calculated to minimize interference with the use and enjoyment by the Owner of his Unit.

The Owners of each Unit shall have the right within their respective Units to construct and reconstruct the interior portions of their Units, in pursuance of the purposes permitted herein, and in connection therewith, to relocate Common Elements within their respective Units, provided that any such construction, reconstruction or relocation (i) shall be consistent with the operation and maintenance of each respective Unit as a first-class facility and, (ii) shall neither interfere unreasonably with the use of any other Unit and rights appurtenant thereto, nor impair the structural integrity or mechanical systems of the Condominium, nor unreasonably interrupt service to other parts of the Condominium. After completion of construction of the interior portions of their respective Units, the owners of each Unit shall thereafter have the right to alter, construct and remove walls, floors and ceilings of their respective Units, relocate Common Elements within their respective Units, and make other improvements and alterations therein.

The architectural integrity of the features of the Units visible from the exterior of the Buildings and from the hallways included within the Common Elements shall be preserved without modification, and to that end no awning, screen, antenna, satellite dish, sign, banner or other device, and no addition, structure, projection, painting, decoration or other feature shall be erected or placed upon or attached to the Units or Common Elements therein, or any part thereof (including the interior surface of any window) so as to be visible from the exterior of the Buildings or from the hallways included within the Common Elements thereof, except with the prior written consent of the Trustees of the Condominium Trust; provided, however, that the provisions of this subparagraph shall not restrict the right of a Unit Owner to decorate the interior of his Unit as he may desire, subject to the requirements of the By-Laws and the rules and regulations, if any.

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

Declarant shall neither sell nor transfer ownership of more than 2 Units to any one Unit Owner or buyer. The future ownership of Units shall be limited to no more than 2 units be owned by any one Unit Owner.

H. **Exclusive Common Elements.** The following portions of the Common Elements shall be designated as Exclusive Common Elements:

1. There shall be appurtenant to each Unit an exclusive right and easement, exercisable in common with the rights and easements appurtenant to the other Units and subject to and in accordance with the provisions of the Master Deed and the Declaration of Trust, to use the Exclusive Common Elements as set forth in this Master Deed:

As to the each of the foregoing, the exclusive right and easement to use is appurtenant to the particular Unit or Units benefited by the appurtenance. The fee ownership of the Exclusive Common Elements, however, is vested in the Declaration of Trust.

2. General Appurtenances: 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 the Act, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, appurtenant to such other Units, to use the Common Elements, subject always however, to (i) such exclusive rights, easements and limitations on use contained in other portions of the Master Deed and the Declaration of Trust; and (ii) the rights, easements, reservations, conditions and restrictions referred to in Exhibit A hereto. 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 Elements and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.
3. Parking: The Exclusive Parking Spaces shall be designated on the Recorded Plans and shall be for the use of the Parking Space Owner, including their occupants, invitees to which they have been assigned. Each parking space shall be used only for the parking of one vehicle unless otherwise approved in writing by the Trustees. Parking spaces not purchased by Unit Owner as part of the initial sale offering that includes one parking space per unit or second space which are additional purchased from the Developer as assigned exclusive space designated to a particular unit shall at the time of the last unit sale, become the property of the Condominium Association and shall be designated as visitor parking and shall be subject to the rules established by the Directors.
4. Cost of maintaining the exterior of the Buildings and the parking lot and parking spaces including plowing, sanding, cleaning, or repair and maintenance are Common Expenses and shall be paid by all Unit Owners based on the percentage of beneficial interest.

I. **Determination of Percentage Interest in Common Elements.** The percentages of interest of the respective Units in the Common Elements as set forth in Schedule C attached hereto have been determined upon the approximate relationship of the size of the individual Unit in comparison to the area or size of all of the Units combined.

- J. **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 to the Common Elements made in accordance with this Master Deed, or (c) as a result of repair or restoration of the Buildings or any of the Units 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 to the extent of and for the duration of such encroachment.
- K. **Common Elements Located Inside of Units, Etc.** 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 Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations there from and to install, maintain, repair, replace and relocate pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements within or accessible from such Unit. Any installation, replacement or relocation of Common Elements within a Unit shall be located above ceiling surfaces, below floor surfaces or within walls. Except in emergency, any right of access to a Unit granted in this Section K shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored to its prior condition after completion of any work in the Unit conducted pursuant to any right of access granted in this Section K.
- L. **Amendment of Master Deed.** Except as otherwise provided by law, and this Section L, this Master Deed may be amended only by an instrument in writing signed by Unit Owners entitled in the aggregate to at least sixty-seven percent (67%) of the undivided interest in the common areas and facilities, and duly recorded with the Worcester District Registry of Deeds provided, however, that:
1. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered;
 2. 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 all Unit Owners;
 3. No instrument of amendment affecting any Unit or Parking Space Easement upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
 4. 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 shall be of any force or effect;

5. No instrument of amendment which alters the layout of the Parking Space, or affects the use and enjoyment of Parking Space Easements, or that assessed Parking Space Owners shall be effective unless the same has been approved in writing by at least seventy-five (75%) percent of the Parking Space Owners (based upon one vote for each Parking Space Easement owned);
6. No instrument of amendment which materially adversely affects the use of the Units or the Limited Common Area shall be effective unless the same has been approved by Unit Owners holding at least one hundred (100%) percent of the percentage interest in the Condominium; and

FURTHER PROVIDED, HOWEVER, THAT:

- a. 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 and effect unless the same has been so recorded within six (6) months after such date.
- b. No instrument of amendment affecting any Unit in a manner which materially impairs the security of a first mortgage of record thereon which is listed with the Trustees shall be of any force or effect unless the same has been assented to by the holder of such mortgage, but no amendment of this Master Deed pursuant to Paragraph (g) of this Section L shall be treated as an instrument impairing the security of any mortgage.
- c. Nothing in this Section L contained, and no amendment adopted pursuant hereto, shall, or shall be deemed or construed to, vitiate or impair the rights reserved by or conferred upon the Declarant in and by Sections G, this Section L, and other provisions of this Master Deed.
- d. No instrument or 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.
- e. Subject to applicable law and the provisions of this Section L, the consent of holders of such listed first mortgages of record on Units entitled to seventy-five (75%) percent of the undivided interest in the Common Elements held by Units subject to such first mortgages of record shall be required for any material amendment of, or addition, to the provisions of this Master Deed that establishes, provides for, regulates, or governs any of the following:
 1. Voting;
 2. Assessments, assessment liens, or subordination of such liens;
 3. Reserves for maintenance, repair or replacement of the common areas (or Units, if applicable);
 4. Insurance or Fidelity Bonds;
 5. Rights to use the Common Elements;

6. Responsibility for maintenance and repair of the several portions of the Condominium;
7. Boundaries of any Unit;
8. Convertibility of Units into common areas or of common areas into Units;
9. Leasing of Units;
10. Restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
11. Any provisions that are for the express benefit of Unit first mortgage holders, including governmental insurers or governmental guarantors or Unit first mortgages;
12. Determination of the undivided interest of each Unit in the Common Elements;
13. Partition or subdivision of any Unit;
14. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium.

- f. Subject to applicable law, the consent of holders of such listed first mortgages of record on Units entitled to seventy-five (75%) percent of the undivided interest in the Common Elements held by Units subject to such first mortgages of record shall be required to terminate the legal status of the Condominium as a condominium.
- g. Notwithstanding the foregoing provisions of this Section L (except only, and subject to, the provisions of Paragraph c of this Section L or any other provision to the contrary contained in this Master Deed), the Declarant reserves and shall have the right, at any time and from time to time until the Declarant no longer owns any Unit, to amend, alter, add to or change this Master Deed without the consent of any Trustee, Unit Owner or Unit mortgage holder, by instrument in writing signed and acknowledged by the Declarant and duly recorded with said Registry of Deeds, for (and only for) the specific purposes of making minor, clerical, or factual corrections to the provisions of this Master Deed, including, without limitation, the Plans and provisions relating to the appurtenances to, or descriptions or undivided interests in the common areas and facilities of, any one or more Units.

M. **Maintenance, Repair and Replacement.** The Trustees shall maintain, repair and replace all of the Common Elements including Limited Common Area and Exclusive Common Elements, if any. No Unit Owner shall do any of the foregoing without the prior written consent of the Trustees in each instance:

1. Units: Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of the Unit, except the portions thereof, if any, to be maintained, repaired and replaced by the Trustees.
2. Repairs Resulting from Negligence: Each Unit Owner shall reimburse the Trust for any damages to any other Unit or the Common Elements caused intentionally or negligently by said Unit Owner or by anyone for whom he is responsible, or by

said Unit Owner's failure to properly maintain, repair or make replacements to his Unit as required by the Master Deed and Declaration of Trust. The cost of repairing such damage shall be assessed to the responsible Unit Owner and, until paid to the Trust by said Unit Owner, shall constitute a lien upon said Unit pursuant to Section F of the Act.

3. Access: The Trustees, and any person authorized by the Trustees, shall have, and are hereby granted, the right of access to or through each Unit and any part of the Common Elements, including, without limitation, the Limited Common Area and the Exclusive Common Elements, to perform the duties set forth herein, provided, however, that any such entry is at a time which is reasonably convenient to the affected Unit Owner. In the event of an emergency, or in the event that circumstances beyond the reasonable control of the Trustees do not permit entry at such convenient time, the Trustees shall have the right of immediate entry regardless of the time of day and regardless of whether the Unit Owner is present at the time. Trustee shall notify the Unit Owner as soon as it is reasonably possible that entry was made to their Unit and the reason for the entry:
 - a. To operate, inspect, protect, maintain, repair or replace the Common Elements or other Units or any Exclusive Common Elements;
 - b. To correct, terminate or remove all acts or things which interfere with the Common Elements or are otherwise contrary to or in violation of the provisions of the Master Deed and Declaration of Trust; and
 - c. For such other purposes as the Trustees, from time to time, deem necessary, appropriate, or advisable in furtherance of their duties hereunder or under the Trust.

- N. **Condominium Trust.** The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the RICE SCHOOL CONDOMINIUM TRUST (the "Trust" or "Condominium Trust") under Declaration of Trust of even date and recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion equal to the percentage of undivided interest in the Common Elements to which they are entitled hereunder. The original and present Trustees thereof are MARK S. INGRAM and CARRIE STEVENS and AMY L. HARDEN and KELLY A. HENDERSON (hereafter, with their successors, "the Trustees"). The mailing address of the Trust is 255 Park Avenue, Suite 602, Worcester, Massachusetts, 01609.

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 Massachusetts.

- O. **Combining and Subdividing Units.** A Unit Owner may, from time to time, combine two or more adjoining Units or subdivide to a single Unit, or subdivide a Unit and subsequently combine a portion or portions of such Unit with one or more adjoining Units, all in accordance with the provisions of this Paragraph O. Any Unit affected by

any such combination or subdivision is sometimes hereinafter referred to as a "Modified Unit". Any combining or subdividing of Units shall meet the requirement of the Town of Holden's Zoning Bylaws and Building Codes.

1. Any and all work performed in connection with a Modified Unit and the Common Elements affected thereby shall be done at the sole cost and expense of the Unit Owner or Unit Owners performing such work and shall be done expeditiously, in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefore (if required by law) and otherwise in accordance with all applicable Legal Requirements, and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed. Any such approval shall become void unless the work approved shall be commenced within six months after the date of such approval and shall be completed within a reasonable time thereafter.
2. Any Common Elements affected by the combination or subdivision of one or more Units, including common ceilings, walls or floors, corridors or lobbies, utility lines and building service equipment, may be altered, relocated, added or eliminated and to the extent eliminated shall cease to be a part of the Common Elements, provided that (i) any such alteration, relocation or elimination shall not, in any material way, affect or interfere with the access to or use and enjoyment of the Common Elements by any other Unit Owner, (ii) any Unit Owner (the "Responsible Unit Owner") performing any work which affects the Common Elements shall indemnify and hold harmless the Trustees and all other Unit Owners from any loss or damage arising out of such work or the failure to perform such work in a timely and good and workmanlike manner and pursuant to all applicable Legal Requirements, (iii) the Responsible Unit Owner may be required by the Trustees, in their discretion, to post a bond or provide other adequate surety guarantying completion of such work in a timely and good and workmanlike manner and pursuant to all applicable Legal Requirements, the Trustees may take such steps as they deem necessary to complete such work and the cost thereof as well as any loss or damage arising out of such work, if not paid by the Responsible Unit Owner on demand, shall be a special Common Expense assessed to the Responsible Unit Owner and shall constitute a lien as provided under Section 6(d) of Chapter 183A.
3. The total beneficial interest to which all Modified Units shall be entitled shall equal the total beneficial interest to which all Units affected by a combination or subdivision were entitled prior to such combination or subdivision. The beneficial interest of each Modified Unit shall be calculated by allocating to such Modified Unit that beneficial interest which bears the same ratio to the total beneficial interest of all Units affected by the combination or subdivision as the floor area of all Units affected by the combination or subdivision (it being conclusively presumed that this allocation is indicative of the relative fair value of the Units affected).

4. The first deed conveying all or a portion of a Modified Unit shall have attached thereto a plan conforming to the requirements of Chapter 183A, which plan shall show the layout of the Modified Unit, its location, dimensions, approximate area, main entrance, and immediate Common Elements to which it has access, as built.

P. **Resolution of Disputes.** If a dispute shall arise between or among the Trustees and any one or more Unit Owners, such dispute, except for those matters specifically set forth in the Master Deed or the Declaration of Trust which are to be resolved by a Court proceeding, shall be determined by arbitration. The expenses connected with arbitration shall be borne equally by the parties thereto, provided that the fees and expenses of the Trustees as a party to any such arbitration shall be a common expense.

1. **Arbitrators** – If a dispute which under the provisions hereof is to be determined by Arbitration, any Unit Owner or the Trustees (hereafter “parties”) desiring determination thereof shall give each other party a written notice setting forth the existence of the dispute and the questions at issue and demanding that all the same be arbitrated pursuant to this Section P. Each Unit Owner and the Trustees shall, within 14 days after the giving of a notice to arbitrate as provided above, appoint an Arbitrator and notify all other parties in writing of the name and address of the Arbitrator so appointed. If two or more Unit Owners shall take substantially identical positions in such dispute, they may jointly appoint a single Arbitrator.

If under the foregoing provisions any even number of Arbitrators shall be appointed, then within the earlier of 10 days after the appointment of the last Arbitrator so appointed or 21 days after the giving of notice to arbitrate, one additional Arbitrator shall be appointed by the Arbitrators previously appointed, or a majority in number of them, and in default of such appointment of such additional Arbitrator, any party may request such appointment by a Judge of the Superior Court, Department of the Trial Court of the Commonwealth of Massachusetts in Worcester County. In the event that any Arbitrator appointed shall thereafter die or become unable or unwilling to act, his successor shall be appointed in the same manner provided herein for the appointment of the Arbitrator so dying or becoming unable or unwilling to act.

Arbitration proceedings shall be conducted in Worcester County in accordance with the rules of the American Arbitration Association then in effect. The concurring determination of a majority of the number of Arbitrators shall be binding upon all parties to the dispute.

Q. **Units Subject to Master Deed, Unit Deed, ByLaws, Rules and Regulations.** All present and future owners, tenants, visitors, servants, and occupants of any Units shall be subject to, and shall comply with, the provisions of this Master Deed, the deeds of such Units, the By-Laws and Rules and Regulations of the Condominium Trust, as they may from time to time be amended, (collectively herein referred to as the “Documents”). The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in such Unit as though such Unit provisions were recited and

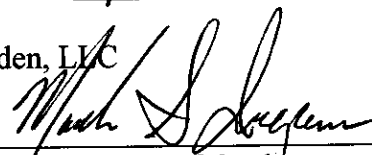
stipulated at length in each and every deed or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

- R. **Invalidity.** The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.
- S. **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 violation or breaches which may occur.
- T. **Captions, Context.** 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, not the intent of any provision hereof.
- U. **Conflicts.** This Master Deed is set forth to comply with the requirements of the Condominium Law. In case any of the provisions stated above conflict with the requirements of the Condominium Law, the provisions of the Condominium Law shall control.

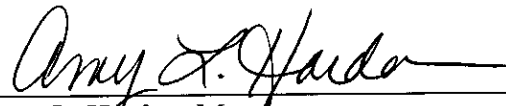
IN WITNESS WHEREOF, the undersigned have caused this Master Deed to be executed under seal this 9th day of June, 2008.

Rice Holden, LLC

By:


Mark S. Ingram, Member

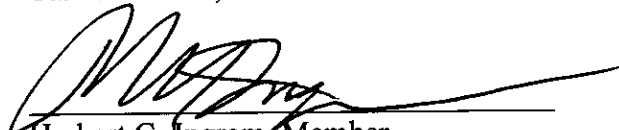
By:


Amy L. Harden, Member

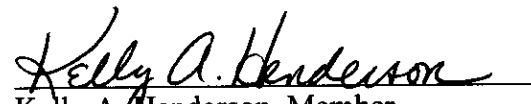
By:


Carrie Stevens, Member

By:


Herbert G. Ingram, Member

By:

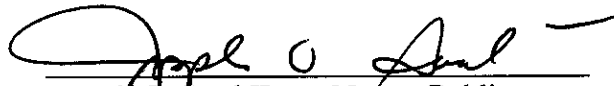

Kelly A. Henderson, Member

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

June 9, 2008

On this 9th day of June, 2008, before me, the undersigned notary public, personally appeared **Mark S. Ingram, Member of Rice Holden, LLC** proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, and by which he is personally known to me, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Joseph G. Saad II, Notary Public

My Commission Expires:
October 24, 2008



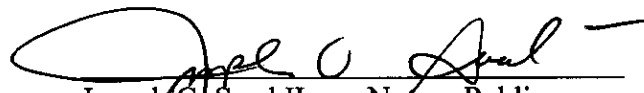
JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 24, 2008

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

June 9, 2008

On this 9th day of June, 2008, before me, the undersigned notary public, personally appeared **Amy I. Harden, Member of Rice Holden, LLC** proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, and by which she is personally known to me, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Joseph G. Saad II, Notary Public

My Commission Expires:
October 24, 2008



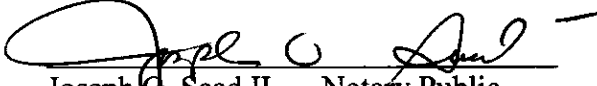
JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 24, 2008

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

June 9, 2008

On this 9th day of June, 2008, before me, the undersigned notary public, personally appeared **Carrie Stevens, Member of Rice Holden LLC**, and proved to me through satisfactory evidence of identification, which was a New Hampshire driver's license, and by which they are personally known to me, to be the people whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Joseph G. Saad II- Notary Public

My Commission Expires:
October 24, 2008



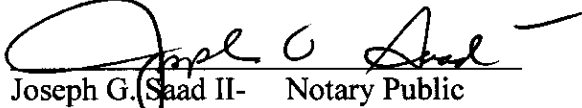
JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 24, 2008

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

June 9, 2008

On this 9th day of June, 2008, before me, the undersigned notary public, personally appeared **Herbert G. Ingram, Member of Rice Holden LLC**, and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, and by which they are personally known to me, to be the people whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Joseph G. Saad II- Notary Public

My Commission Expires:
October 24, 2008



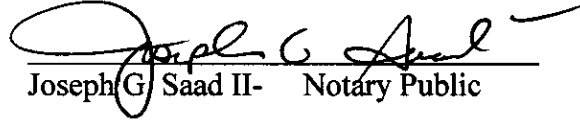
JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 24, 2008

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss.

June 9, 2007

On this 9th day of June, 2008, before me, the undersigned notary public, personally appeared **Kelly A. Henderson, Member of Rice Holden LLC**, and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, and by which they are personally known to me, to be the people whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Joseph G Saad II- Notary Public

My Commission Expires:
October 24, 2008



JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 24, 2008

SCHEDULE "C"**Description of Units****Rice Holden Condominium Trust****42-48 Phillips Road, Holden, MA**

Building A 42 Phillips Road, Holden, MA

Units 1-10

Building B 48 Phillips Road, Holden, MA

Units 11-25

<u>Unit #</u>	<u>Area</u> <u>Square Feet</u>	<u>Beneficial</u> <u>Interest</u>	<u>Description</u>
1	815	3.32%	2BR, 1BA, L/D, K, F, 4C, W/D
2	812	3.32%	2BR, 1BA, L/D, K, F, 4C, W/D
3	993	3.98%	2BR, 2BA, L/D, K, F, 5C, W/D
4	759	3.19%	1BR, 1BA, L/D, K, F, 4C, W/D
5	951	3.87%	2BR, 2BA, L/D, K, F, 4C, W/D
6	811	3.32%	2BR, 1BA, L/D, K, F, 4C, W/D
7	811	3.32%	2BR, 1BA, L/D, K, F, 4C, W/D
8	1,184	4.80%	2BR, 2BA, L, D, K, F, 6C, W/D
9	810	3.50%	1BR, 1BA, L/D, K, F, 4C, W/D
10	1,152	4.68%	2BR, 2BA, L, D, K, F, 5C, W/D
11	1,238	5.04%	2BR, 2BA, L/D, K, F, 4C, W/D
12	908	3.68%	1BR, 1BA, L/D, K, F, 3C, W/D
13	903	3.62%	1BR, 1BA, L/D, K, F, 3C, W/D
14	1,536	5.43%	2BR, 2BA, L/D, K, F, 3C, EP, W/D
15	1,167	4.72%	1BR, D, 1-1/2 BA, L/D, K, P, 6C, W/D
16	1,165	4.72%	1BR, D, 1-1/2 BA, L/D, K, P, 6C, W/D room
17	1,226	4.50%	2BR, 1-1/2 BA, L/D, K, P, 7C, W/D
18	1,149	4.65%	2BR, 1-1/2BA, L/D, K, P, 6C, W/D
19	822	3.40%	1BR, 1BA, L/D, K, F, 3C, W/D
20	926	3.70%	1BR, 1BA, L/D, K, F, 3C, W/D
21	669	2.75%	1BR, 1BA, L/D, K, F, 3C, W/D
22	807	3.35%	1BR, 1BA, L/D, K, F, 3C, W/D
23	819	3.30%	1BR, 1BA, L/D, K, F, 4C, W/D
24	1,274	4.95%	2BR, 2BA, L/D, K, F, 3C, EP, W/D
25	1,208	4.89%	2BR, 2BA, L/D, K, F, 4C, W/D
	24,915	100.00%	

KEY: L/D - Living Room/Dining Room
 L- Living Room
 D- Dining Room
 BR - Bedroom
 K - Kitchen
 D -Den/Office
 BA- Bath

W/D - Washer / Dryer hookups
 C - Closets
 F - Foyer
 EP - Enclosed Porch
 P - Patio (not included in sq. ft. calculation)

12 One Bedroom Units

13 Two Bedroom Units

ATTEST: WORC. Anthony J. Vigliotti, Register



Bk: 50444 Pg: 266

Page: 1 of 2 02/14/2013 12:42 PM WD

**FIRST AMENDMENT TO
RICE SCHOOL CONDOMINIUM TRUST
MASTER DEED**

This First Amendment to the Master Deed is entered this 12th day of February, 2013 by Rice Holden, LLC, a Massachusetts Limited Liability Corporation, as the Declarant of Rice School Condominiums as recorded June 10, 2008 in Worcester County Registry of Deeds Book 42947 Page 59.

The purpose of this Amendment is to correct numbering discrepancy to storage spaces located at Rice School Condominiums, 42 Phillips Road, Holden, MA, 01520 in the basement area as provided for in Section F Description of the Common Elements or Limited Common Area of the Master Deed and as shown on Basement Floor Plan recorded in Book 868 Plan 23 recorded June 10, 2008.

WHEREAS, the above recorded plan shows storage spaces designated as Storage 1 through 13 to be assigned to unit owners by the Declarant;

WHEREAS, the numbering system used on the existing as-built storage spaces at the site do not conform with the unit numbers shown on the recorded plan;

WHEREAS, the unit deeds as provided by the Declarant to the existing unit owners designate the storage space numbers that exist at the site but do not conform to the recorded plan,

NOW, THEREFORE, this Amendment changes the storage space designations shown on the existing plan as follows:

Original Recorded Plan Storage #5 is changed to Storage #7

Original Recorded Plan Storage #7 is changed to Storage #5

Original Recorded Plan Storage #10 is changed to Storage # 8

Original Recorded Plan Storage # 8 is changed to Storage #10.

All other storage numbers remain unchanged and are correctly shown on the original recorded plan.

All other provisions of the Master Deed and the Declaration of Trust of Rice School Condominium Trust remain unchanged.

22

IN WITNESS WHEREOF, Rice Holden, LLC has hereunto executed this First Amendment and seal to the aforesaid by its duly authorized Members this 12th day of February 2013.

RICE HOLDEN, LLC

By: *Amy L. Hardin*
Name: Amy L. Hardin
Title: Co-Manager

By: *Mark S. Ingram*
Name: Mark S. Ingram
Title: Co-Manager

THE COMMONWEALTH OF MASSACHUSETTS

County of Worcester ss.

February 12, 2013

On this 12th day of February, 2013 before me, the undersigned notary public, personally appeared **Amy L. Hardin**, Co-Manager of Rice Holden, LLC, and **Mark S. Ingram**, Co-Manager of Rice Holden, LLC, proved to me through satisfactory evidence of identification, by which she and he are personally known to me and MA driver's licenses, to be the persons whose name is signed on this document, and acknowledged to me that she and he signed it voluntarily for its stated purpose.

Joseph G. Saad II
Joseph G. Saad II Notary Public

My commission expires:
October 29, 2015



JOSEPH G. SAAD II
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 29, 2015

ATTEST: WORC. Anthony J. Vigliotti, Register



Bk: 58338 Pg: 275

Page: 1 of 15 01/19/2018 12:27 PM WD

RICE SCHOOL CONDOMINIUM
AMENDMENT TO THE MASTER DEED

Reference is hereby made to that certain Declaration of Trust dated August 10, 2008 and recorded with the Worcester County Registry of Deeds in Book 42947, Page 85, which Declaration of Trust established and to that certain Master Deed dated June 9, 2008, and recorded with the Worcester County Registry of Deeds in Book 42947, Page 59, which Master Deed established, both, pursuant to Massachusetts General Laws, Chapter 183A the Rice School Condominium.

WHEREAS the Unit Owners entitled to at least sixty-seven (67%) percent of the undivided interest desire to amend said Master Deed as provided for in Section L thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Master Deed is hereby amended in accordance with the provisions of said Section L by inserting at the end of Section G the following:

Smoking Restrictions: Effective upon recording of this Amendment, smoking shall be prohibited within all Units and within the building(s) and grounds comprising the Rice School Condominium, including but not limited to: in the individual Units, in all building(s), in and upon all balconies, decks, and patios whether open or closed, indoor exclusive use areas, within the parking areas, and all Condominium grounds.

In connection with the foregoing, no Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere in or upon the Condominium property. Smoking shall include the inhaling, exhaling, vaping, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, or other heated or lit product.

Notwithstanding this prohibition against smoking, Unit Owners are permitted to smoke outside, so long as they are no closer than fifty (50') feet of any building when doing so. The Board of Trustees, in its sole discretion, may alter this rule from time to time.

In addition, no owner or occupant of a unit, or any guest or invitee at the Condominium may utilize such unit or any of the common areas and facilities for the purpose of growing, distributing or selling marijuana or medical marijuana, whether or not for his or her own personal use. Nor shall any owner or occupant of a unit or any guest or invitee utilize such

15a,

unit or any of the common areas and facilities for the purpose of manufacturing, synthesizing, producing or distributing any illicit or controlled substances as such substances defined either by applicable state and/or federal laws regulating same.

Owners will be responsible for any damage to the Condominium property or other units resulting from any violation of this section including but not limited, to damage to property, insurance deductibles, fines, increased water and utility charges and increased insurance premiums.

Notwithstanding the foregoing prohibition on smoking, an owner who resides at the Condominium and smokes at the time of the recording of this instrument shall be defined as "Grandfathered Resident." To be deemed a Grandfathered Resident the resident must notify the Board in writing within fourteen (14) days of the recording of this instrument that he/she is a smoker. Such Grandfathered Resident shall be exempt from this smoking restriction only as to within the Unit, and shall be subject to such reasonable conditions as the Trustees may by rule and regulation impose, including, but not limited to the following condition: in the event any other residents complain of second-hand smoke emanating from the unit in which the Grandfathered Resident resides, the Board in its sole discretion may require the Owner of said Unit to take one or more of the following steps, or any other steps as determined by the Board, solely at the Owners expense: (i) purchase a filter system, such as HEPA filter system, and operate it inside the unit at a level that prevents smoke from migrating to surrounding areas; and/or (ii) seal all penetrations in walls, ceilings and floors to prevent smoke from migrating to surrounding areas and units; and/or (iii) require the resident to cease from smoking in the Unit, at which time said resident shall no longer be deemed a Grandfathered Resident and thereafter shall be subject to the terms of this smoking restriction.

While the restrictions contained in this Section are intended to render the Condominium premises smoke free, the Board of Trustees is not a guarantor of a smoke-free environment hereunder. The Board of Trustees shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its discretion, that it is appropriate to do so in any individual case or circumstance. If the Board of Trustees determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Trustees shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

If the Board of Trustees determines, in its discretion and for any reason, not to pursue enforcement of this restriction in any individual case or

circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Trustees any attorneys' fees, court costs, or other costs or expenses, incurred in any action brought by, or against, the Board of Trustees under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Rice School Condominium Trust having first received the written consent of the Unit Owners entitled to at least sixty-seven (67%) percent of the undivided interest, all of which are attached hereto, have set our hands and seals this 6th day of December, 2017.

Amy Hardin
Amy Hardin, Trustee

Marie Wemett
Marie Wemett, Trustee

Karl Hakkarainen
Karl Hakkarainen, Trustee

Betty Hale
Betty Hale, Trustee

James Vevone
James Vevone, Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 6th day of December, 2017, before me, the undersigned notary public, personally appeared Amy Hardin, Marie Wemett, Karl Hakkarainen, and James Vevone, Betty Hale proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Rice School Condominium Trust.

Dennis M. Ravelli, II
Notary Public
My Commission Expires: 7/8/2022



DENNIS M. RAVELLI, II
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 8, 2022

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

X

NO - opposed to the amendment to the Master Deed

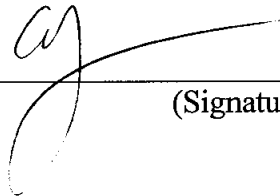
I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5 day of December, 2017.

6
Unit Number(s)

Undivided Interest
(to be completed by the Trustees)

Elizabeth Dykhause
(Print Name)


(Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

X

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5th day of December, 2017.

23

Unit Number(s)

Matthew Clark
(Print Name)

Undivided Interest
(to be completed by the Trustees)

Matthew Clark
(Signature)

RICE SCHOOL CONDOMINIUM
 CONSENT TO AMENDMENT OF MASTER DEED

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YES – in favor of the amendment to the Master Deed

✓

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5 day of December, 2017.

2

 Unit Number(s)

Kelly Henderson

 (Print Name)

 Undivided Interest
 (to be completed by the Trustees)

Kelly Henderson

 (Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES in favor of the amendment to the Master Deed _____

NO - opposed to the amendment to the Master Deed _____

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5 day of December, 2017.

42
Unit Number(s)

Undivided Interest
(to be completed by the Trustees)

CAROL A. DUNN
(Print Name)

Carol A. Dunn
(Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

✓

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5 day of Dec, 2017.

1
Unit Number(s)

Doris D'Aquila
(Print Name)

Undivided Interest
(to be completed by the Trustees)

Doris D'Aquila
(Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

K

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5th day of December, 2017.

10
Unit Number(s)

Undivided Interest
(to be completed by the Trustees)

Amy Hardin
(Print Name)

Amy Hardin
(Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

X

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5 day of Dec, 2017.

11. 14. 15. 16. 17. 18. 25
Unit Number(s)

Rice Holden, LLC
Harbert G Ingram
(Print Name)

Undivided Interest
(to be completed by the Trustees)

[Signature]
(Signature)

**RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED**

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

✓

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5th day of December, 2017.

9
Unit Number(s)

Undivided Interest
(to be completed by the Trustees)

Carrie Stevens
(Print Name)

[Signature]
(Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES -- in favor of the amendment to the Master Deed

 X

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this ____ day of _____, 2017.

 3
Unit Number(s)

Betty Hale
(Print Name)

Undivided Interest
(to be completed by the Trustees)

Betty Hale
(Signature)

RICE SCHOOL CONDOMINIUM
 CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES – in favor of the amendment to the Master Deed

✓

NO - opposed to the amendment to the Master Deed

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5th day of December, 2017.

19
 Unit Number(s)

James A. Verone II
 (Print Name)

 Undivided Interest
 (to be completed by the Trustees)

[Signature]
 (Signature)

RICE SCHOOL CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of the below specified Unit of the Rice School Condominium, having the below listed percentage undivided interest, do hereby indicate my consent as shown below on the proposed amendment attached hereto to Section G of the Master Deed to prohibit smoking at the Condominium.

YES - In favor of the amendment to the Master Deed X

NO - opposed to the amendment to the Master Deed _____

I do further authorize and empower the Trustees of the Rice School Condominium Trust to annex this consent to said amendment as if my signature appeared thereon.

WITNESS my hand and seal this 5TH day of DECEMBER, 2017.

24
Unit Number(s)

Undivided Interest
(to be completed by the Trustees)

SANDRA HAKKAPAINEN
(Print Name)

[Signature]
(Signature)

ATTEST: WORC. Anthony J. Vigliotti, Register