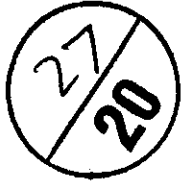


MASTER DEED
OF
LIBERTY COMMONS CONDOMINIUM

008839

Bonuzzi

This MASTER DEED of LIBERTY COMMONS CONDOMINIUM made this 3rd day of May, 2001.



WITNESSETH that Liberty Commons Leominster Limited Partnership, a Massachusetts Limited Partnership with a general partner of Liberty Rental Corporation, with a usual business address of 14 Monument Square, Leominster, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain land in Leominster, Worcester County, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit the land to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create a condominium to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end the Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM. The name of the Condominium shall be Liberty Commons Condominium (hereinafter referred to as "Liberty Commons" or the "Condominium").

2. DESCRIPTION OF LAND. The land hereby submitted to the condominium regime is shown as Lots 2A and 2B on a certain plan of land entitled "Land in Leominster, Mass. owned by Wildwood Realty Trust dated June 4, 1990 drawn by Whitman & Bingham Assoc. Reg. Engineer & Surveyor and recorded with the Worcester Northern District Registry of Deeds (the "Registry") Plan Book 343, Page 21. Lot 2A containing 12.04 acres and Lot 2B containing 11.94 acres according to said Plan.

3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

The Liberty Commons Condominium Association (hereinafter referred to as the "Association") shall be the organization of Unit Owners governed according to the terms of the Liberty Commons Condominium Trust, which Association will manage and regulate the Condominium pursuant to the By-Laws of the Association (included in the Liberty Commons Condominium Trust), this instrument, and Chapter 183A of the General Laws of Massachusetts.

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The Trustees of the Association shall consist of at least three and not more than five persons (hereinafter "Trustees"). The following three Trustees are hereby appointed by the Declarant, all of whom shall serve until the first annual meeting of Unit Owners at which time Trustees shall be elected by the membership of the Association:

Peter E. Bovenzi
14 Monument Square
Leominster, MA 01453

Eric W. Sullender
14 Monument Square
Leominster, MA 01453

Elizabeth F. Sullivan
14 Monument Square
Leominster, MA 01420

The Officers of the Association shall consist of a President, Vice President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees. The President and the Vice President shall be members of the Association.

The By-Laws of the Association (hereinafter the "By-Laws") shall refer to those By-Laws of the Association, which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the Common Elements of Liberty Commons Condominium, which shall not be in conflict with existing law, the Master Deed or the By-Laws.

4. DESCRIPTION OF BUILDINGS. The Condominium will consist of eleven (11) buildings (the "Buildings") containing a total of one hundred thirty-two (132) units (the "Units") located as shown on a plan that will be filed with the Effective Date Certificate referred to in Paragraph 16 of this Master Deed. The layout, location, unit numbers and dimensions of the units in the Buildings will be shown on a set of the floor plans (the "Floor Plans") which will be filed with the Effective Date Certificate referred to in Paragraph 16 of this Master Deed.

5. **FEATURES OF UNITS.** The features and unit designation of each unit including a statement of its location, approximate area, number of rooms and immediate common area to which it has access, and other descriptive information will be set forth on an exhibit which will be filed with the Effective Date Certificate referred to in Section 16 of this Master Deed.

6. **INTEREST OF UNIT OWNER.** The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities ("Common Elements") of the Condominium shall be in the percentages set forth in an exhibit which will be filed with the Effective Date Certificate referred to in Section 16 of this Master Deed. The percentage interest of the respective Units in the common areas and facilities will be determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units.

7. **BOUNDARIES OF UNITS.**

The boundaries of the Units are as follows:

Floors: The upper surface of the joist on which the floor rests or concrete floor as the case may be.

Walls and Ceilings: As to walls and ceilings, the plane of the interior surface of the joists or studs or concrete walls in basements.

Windows and Doors: As to doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

Each unit includes the ownership of all utility lines, heating and cooling ductwork, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each unit above the floor and outside of the walls thereof.

Each Unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. **PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.** Each Unit Owner shall have an easement in common with the owners of all the other units to use all pipes, wires, ducts, 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, cables, conduits, public utility lines and other Common Elements serving such other units and located in such unit. The Trustees shall have a right of access to any such unit to

inspect the same, to remove violations of this provision therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

9. **MODIFICATION OF UNITS.** No owner of any Unit may at any time make any change or modification to the exterior of the Unit or make any interior change that would affect, or in any way modify, the structural or supportive characteristics of the building or its services; however, the owner may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Leominster, where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association, which approval shall not be unreasonably withheld or delayed.

10. **RESTRICTIONS ON USE OF UNITS.** The following use restrictions apply to the Units:

(a) The Units are hereby restricted to residential use by the Unit Owner(s) thereof except as permitted by the Board of Trustees under the By-Laws. Residential Units shall be permanently occupied as a single-family residence and shall be used for no other purpose. Under no circumstance shall the basement be used as a bedroom in any of the units. Notwithstanding any provision in this paragraph to the contrary, however, the Declarant, its successors or assigns shall have the right, until all Units in Liberty Commons Condominium have been sold by the Declarant, to use any Unit or Common Element owned by the Declarant for models and for sales, construction, storage and administration. The Declarant, its successors and assigns shall have the further right to let or lease any Units, which have not been sold by it, including any such Unit later acquired by Declarant, upon such terms and for such periods as the Declarant in its sole discretion shall determine, provided the Unit is continually offered for sale by the Declarant.

(b) No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the Common Area immediately adjacent to the Units nor in any Unit, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any Unit be used or rented for transient, hotel or motel purposes. Notwithstanding the foregoing, the Declarant, the Trustees, or their agents, may place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by the mortgagee, but in no event will any sign be larger than one foot by two feet.

(c) Provided the Trustees obtain the Owner's consent, the Trustees, or their designated agent, may retain a passkey to the units for use in emergency situations only.

(d) Nothing shall be done in any Residential Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

(e) Unit Owners shall not paint, stain or otherwise change the color of any exterior portion of any Building.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the Buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio, or other electronic devise on the premises causing disturbance to other owners or occupants.

(g) Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Leominster and shall save the Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(h) No animals may be kept in any Unit except for one cat per unit provided that any waste created by the cat shall be removed from the Common Elements and disposed of by the unit owner. The Board shall have the right to regulate the presence of pets in the condominium in Rules and Regulations adopted by it pursuant to the By-Laws. Additionally, all city leash ordinances shall be adhered to, and any animal shall be subject to removal from the Condominium by the Board of Trustees upon good cause shown.

(i) Owners shall be held responsible for the actions of their children, tenants and guests.

(j) No part of the Common Elements, including but not limited to the parking spaces and driveways, shall be used for parking or storing of commercial vehicles, boats, campers, trailers or items or goods.

(k) No part of the premises shall be used for repairing or maintaining any vehicle. Provided further, that any private passenger automobile of any type that is inoperable, and/or unregistered, is prohibited from the Liberty Commons Condominium.

(l) The porches, decks and appurtenances thereto are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association. Provided however, that other than chairs, benches and tables of such number, nature and such type

as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, clothes lines, hanging clothing, blankets or other like items are to be affixed, placed or stored on said porches or terraces except with the approval of the Trustees.

(m) The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees.

(n) The Association also reserves the right and easement to enter onto the premises from time to time at reasonable hours, for the purposes of repairing Common Elements and to perform any obligations of the Association, respectively, required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(o) The maintenance, repair and improvement of the exterior portions of the Units shall be performed by the Association, and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner as any other common expense.

(p) These restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section 10 except such as may occur during his or her ownership thereof.

11. UNIT APPURTENANCES.

Appurtenant to each Unit are the following:

An easement for the exclusive use of the porches, patios and decks to which the sole access is from the Unit.

The right to use, in common with the owners of other Units served thereby, all utility lines and all other common facilities located in any of the other units or in the common area described in Section 8 hereof, and serving that Unit. Nothing herein shall be construed to limit the right of any owner of a Unit to use other nonexclusive common elements in accordance with their intended purposes, including the right to use parking areas, if any, located in the common area, subject to the Rules and Regulations of the Board of Trustees of the Association.

Membership in the Association which shall be in the same percentage as the Unit Owner's common interest, which membership is not assignable nor severable from ownership of such Unit.

12. COMMON AREAS AND FACILITIES. The common areas and facilities of the Liberty Commons Condominium (the "Common Elements") comprise and consist of:

(a) the land described in Section 2 of this Master Deed, together with the benefit of, and subject to the rights and easements referred to in Section 2, and the Common Elements that will be shown on a plan filed with the Effective Date Certificate referred to in Paragraph 16 of this Master Deed;

(b) the foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the Buildings containing the Units comprising the Condominium.

(c) installations of central services such as power, light, telephone, gas, cable television and water and sewer systems, to the extent that the same are not owned by the utility provider or municipality;

(d) all utility lines and other facilities contained within the common areas and/or within any unit except those which exclusively serve individual units and are located within the individual units;

(e) all sewer, drainage, water and other pipes and plumbing apparatus and conduits, which serve the various Units, subject to any easements therein and therefore;

(f) the patios, porches, decks, yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants;

(g) the outdoor parking spaces thereof;

(h) all other parts of the premises not defined as part of the units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) on the premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein; and

(i) all other items listed as such in said Chapter 183A and located on the land described in Section 2 of this Master Deed.

13. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the Common Elements, or if any portion of the Common

Elements, now or hereafter, encroaches upon any Unit as a result of the alteration or repair of such building or Unit, the settling of a building, or a Unit therein, as a result of repair or restoration of a building or any Unit after damaged by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as the buildings stand.

14. AMENDMENT OF MASTER DEED.

(a) Generally. This Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent or more of the Unit Owners in the aggregate interest of the undivided ownership of Common Elements of the Condominium and the written consent of the holders of a majority of the first mortgages on mortgaged Units.

(b) Change in Common Area Percentage. Notwithstanding Section 14(a) above, if the amendment involves a change in percentage interest of Unit Owners in the Common Elements, such vote change shall require approval by one hundred percent (100%) in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units.

(c) Corrective Amendments. Notwithstanding the foregoing, amendments which are not of a material nature, such as the correction of a technical error or the clarification of a statement, shall be deemed approved by the holder of a first mortgage if said mortgage holder fails to submit a response to a written proposal for the amendment within thirty (30) days after the notice of the proposal is delivered to the holder by certified or registered mail with a "return receipt" requested.

(d) Amendments to Comply with Banking or Condominium Law. Declarant or its assigns or its successors in title reserve the right and power to amend this Master Deed in order to comply with requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or in order to enable this Master Deed to comply with the provisions of M.G.L. Ch. 183A.

(e) Additional Powers Reserved to Effectuate Declarant Amendments. All Unit Owners, Unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a unit deed or mortgage subject to the provisions hereof, do hereby assent to any and all such amendments by Declarant reserved in this Section 14 and grant to Declarant and its successors and assigns an irrevocable power of attorney, coupled with an interest, to execute, seal, deliver and file on their behalf any and all such amendments.

(f) Signature and Certification Requirements. No amendment shall be effective until recorded with the Worcester Northern District Registry of Deeds. Said amendment shall either be signed by Declarant or its successors or assigns (for Declarant amendments

pursuant to Sections 14 (d), (e) and (f) or, with respect to all other amendments, signed and acknowledged by the President or Vice President and the Treasurer or Vice Treasurer of the Liberty Commons Condominium Association and shall include a certification by the Clerk of the Association that the voting percentages required by this section have been met.

15. REMOVAL. The Unit Owners with the consent of a majority of the holders of first mortgages on the units may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interest therein in the percentage of undivided interest previously owned by each owner in the Common Elements.

The removal provided for in this section and in the By-Laws of the Association shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

The Unit Owners may not remove the property from the provisions of Chapter 183A, as amended, and this Master Deed until twenty (20) years after the date of recording of this Master Deed.

16. EFFECTIVE DATE OF SUBMISSION TO CHAPTER 183A

Notwithstanding any other provision in this Master Deed to the contrary, the land described in Section 2 will not be deemed submitted to the provisions of Chapter 183A of the General Laws until a document entitled the "Effective Date Certificate" signed by the Declarant or its successors or assigns is hereafter recorded with the Worcester Northern District Registry of Deeds. The recording date of the Effective Date Certificate shall be the effective date of the submission of the land to Chapter 183A and the creation of the Condominium. The Effective Date Certificate shall also contain any of the particulars required by Chapter 183A and not included in or filed with this Master Deed, including, without limitation, a statement of the proportionate interest of each unit in the common areas and facilities and a set of floor plans of the Buildings showing the layout, location, unit numbers and dimensions of the units as built all as required and in conformance with M.G.L. c. 183A § 8.

17. MISCELLANEOUS.

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.

Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement 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 though such invalid provision had never been included herein.

Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representative, heirs, successors, and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. The said Unit Owner shall, in the event any action be instituted to enforce these restrictions, in addition to the Court order enforcing said restriction, be liable for the legal expenses incurred by the Association.

IN WITNESS WHEREOF, Liberty Commons Leominster Limited Partnership has caused this instrument to be executed as a sealed instrument on this 3rd day of May, 2001.

LIBERTY COMMONS LEOMINSTER
LIMITED PARTNERSHIP
By its General Partner
LIBERTY RENTAL CORPORATION

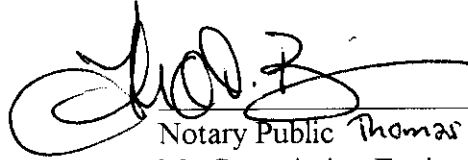
By Eric W. Sullender, president
Eric W. Sullender, Its President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Date: May 3, 2001

Then personally appeared the above-named Eric W. Sullender and acknowledged the foregoing instrument to be his free act and deed as President of Liberty Rental Corporation, before me,



Notary Public Thomas M. Bovenzi
My Commission Expires:

July 22, 2005

SEAL

ATTEST: NO. WORC. REGISTRY OF DEEDS
JOHN B. McLAUGHLIN, REGISTER

Return to:
Bovenzi & Donovan
14 Monument Square
Leominster, MA 01453

EFFECTIVE DATE CERTIFICATE
MASTER DEED OF CONDOMINIUM

WITNESSETH, that Liberty Commons Leominster Limited Partnership, a Massachusetts Limited Partnership with a general partner of Liberty Rental Corporation, with a usual business address of 14 Monument Square, Leominster, Massachusetts, pursuant to the rights and powers reserved in Section 16 of the Master Deed of Liberty Commons Condominium dated May 3, 2001 and recorded in the Worcester Northern Registry of Deeds, Book 3785, Page 140 ("the Master Deed"), hereby amends the Master Deed to include the following:

1. Section 2 is amended by adding the following:

See also a certain plan of land entitled " Condominium Location Plan in Leominster, Mass. Prepared for Liberty Rental Corp dated Feb. 20, 2002 drawn by Hannigan Engineering, Inc. Civil Engineers & Land Surveyors and recorded with the Worcester Northern District Registry of Deeds (the "Registry") herewith at Plan Book 425, Page 24 ("Building Location Plan"). The Condominium Land is subject to those exceptions, and is the same land conveyed to the Declarant, as described in Exhibit "A" attached hereto

2. Section 4 is deleted in its entirety and replaced with the following:

DESCRIPTION OF BUILDINGS: The Condominium consists of eleven (11) buildings (the "Buildings") containing a total of one hundred thirty-two (132) units (the "Units") located as shown on the Site Plan. The layout, location, unit numbers and dimensions of the units located in the Buildings (which are designated by number) are shown on a set of the floor plans of the Buildings entitled "Condominium Floor Plan in Leominster, Massachusetts" prepared by Matthew A. Richard, Architect dated March 6, 2002 and recorded herewith at Plan Book 425, Pages 25; (the "Floor Plans").

3. Section 5 is deleted in its entirety and replaced with the following:

FEATURES OF UNITS. The features and unit designation of each unit including a statement of its location, approximate area, number of rooms and immediate common

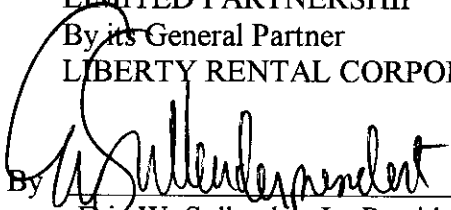
MARGINAL REFERENCE
BOOK 3785 PAGE 140
BOOK _____ PAGE _____

area to which it has access, and other descriptive information is set forth in Exhibit "B" to this Effective Date Certificate, the terms of which are incorporated here by reference.

IN WITNESS WHEREOF, Liberty Commons Leominster Limited Partnership has caused this instrument to be executed as a sealed instrument on this 19th day of March, 2002.

LIBERTY COMMONS LEOMINSTER
LIMITED PARTNERSHIP

By its General Partner
LIBERTY RENTAL CORPORATION

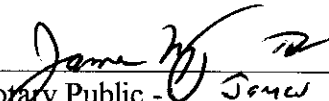
By 
Eric W. Sullender, Its President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Date: March 19, 2002

Then personally appeared the above-named Eric W. Sullender and acknowledged the foregoing instrument to be his free act and deed as President of Liberty Rental Corporation, before me,


Notary Public - James Moriarty III
My Commission Expires:
March 11, 2005

**EXHIBIT "A" TO MASTER DEED OF
LIBERTY COMMONS CONDOMINIUM**

The Condominium Land is subject to a telephone easement granted to the New England Telephone Company by instrument dated January 26, 1996 and recorded with the Worcester Northern Registry of Deeds, Book 2906, Page 323, as confirmed and corrected by instrument dated June 3, 1997, and recorded with said Registry at Book 3018, Page 73.

Lot 2A of the Condominium Land is subject to a Conservation Restriction as described in instrument dated June 2, 1997 and recorded with said Registry at Book 3014, Page 113.

The Condominium Land is the same land conveyed to the Declarant by deed of Peter E. Bovenzi, Trustee of the Liberty Commons Realty Trust, dated June 12, 1997 and recorded with said Registry at Book 3018, Page 85.

**EXHIBIT "B" TO MASTER DEED OF
LIBERTY COMMONS CONDOMINIUM
UNIT FEATURES AND COMMON AREA PERCENTAGES**

Type 1 Unit

Type 1 units are inside garden style one bedroom with approximately 708 net square feet of area all located on the ground floor. The units consist of a master bedroom with closet, living room, dining room, bathroom, and kitchen. Each Type 1 is Unit equipped with washer, dryer, stove, refrigerator, garbage disposer, microwave oven and air conditioner. Each Unit also has a separately metered electrical, gas, water and sewer service, a self-contained gas-fired heating system and gas-fired hot water tank, and its own mechanical closet located at the rear of the Unit.

Type 2 Unit

Type 2 units are end garden style one bedrooms with approximately 807 net square feet of area all located on the ground floor. The units consist of a master bedroom with closet, living room, dining room, bathroom, and kitchen. Each Type 2 Unit is equipped with washer, dryer, stove, refrigerator, garbage disposer, microwave oven and air conditioner. Each Unit also has a separately metered electrical, gas, water and sewer service, a self-contained gas-fired heating system and gas-fired hot water tank, and its own mechanical closet located at the rear of the Unit.

Type 3 Unit

Type 3 units are end garden style two bedrooms with approximately 939 net square feet of area all located on the ground floor. The units consist of a master bedroom with closet, second bedroom with closet, dining room, living room, bathroom and kitchen. Each Type 3 Unit is equipped with a washer, dryer, stove, refrigerator, garbage disposer, microwave oven and air conditioner. Each Unit also has a separately metered electrical, gas, water and sewer service, a self-contained gas-fired heating system and gas-fired hot water tank, and its own mechanical closet located at the rear of the Unit.

Type 4 Unit

Type 4 units are Townhouse with approximately 1,255 net square feet of area on two floors. The units consist of a living room, dining room, kitchen, toilet and entry on the first floor and a master bedroom with closet, bath and bedroom with closet on the second floor. Each Type 4 Unit has a wood deck and comes equipped with washer, dryer, stove, refrigerator, garbage disposer, microwave oven and air conditioner. Each Unit also has a separately metered electrical, gas, and water and sewer service, a self-contained gas-fired heating system and gas-fired hot water tank, and its own mechanical closet located at the rear of the Unit.

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	COMMON AREA PERCENTAGE
1	2	2	.6850
1	4	4	.8239
1	6	4	.8239
1	8	1	.6850
1	10	1	.6850
1	12	4	.8239
1	14	4	.8239
1	16	2	.6850
2	18	2	.6850
2	20	4	.8239
2	22	4	.8239
2	24	1	.6850
2	26	1	.6850
2	28	4	.8239
2	30	4	.8239
2	32	2	.6850
3	1	2	.6850
3	3	4	.8239
3	5	4	.8239
3	7	1	.6850
3	9	1	.6850
3	11	4	.8239
3	13	4	.8239
3	15	1	.6850
3	17	1	.6850
3	19	4	.8239
3	21	4	.8239
3	23	2	.6850
4	25	2	.6850
4	27	4	.8239
4	29	4	.8239
4	31	1	.6850
4	33	1	.6850
4	35	4	.8239
4	37	4	.8239
4	39	2	.6850
5	41	2	.6850
5	43	4	.8239
5	45	4	.8239

5	47	1	.6850
5	49	1	.6850
5	51	4	.8239
5	53	4	.8239
5	55	1	.6850
5	57	1	.6850
5	59	4	.8239
5	61	4	.8239
5	63	1	.6850
5	65	1	.6850
5	67	4	.8239
5	69	4	.8239
5	71	3	.8239
6	73	3	.8239
6	75	4	.8239
6	77	4	.8239
6	79	1	.6850
6	81	1	.6850
6	83	4	.8239
6	85	4	.8239
6	87	1	.6850
6	89	1	.6850
6	91	4	.8239
6	93	4	.8239
6	95	1	.6850
6	97	1	.6850
6	99	4	.8239
6	101	4	.8239
6	103	2	.6850
7	80	2	.6850
7	82	4	.8239
7	84	4	.8239
7	86	1	.6850
7	88	1	.6850
7	90	4	.8239
7	92	4	.8239
7	94	1	.6850
7	96	1	.6850
7	98	4	.8239
7	100	4	.8239
7	102	2	.6850
8	105	2	.6850
8	107	4	.8239
8	109	4	.8239
8	111	1	.6850

8	113	1	.6850
8	115	4	.8239
8	117	4	.8239
8	119	2	.6850
9	121	2	.6850
9	123	4	.8239
9	125	4	.8239
9	127	1	.6850
9	129	1	.6850
9	131	4	.8239
9	133	4	.8239
9	135	1	.6850
9	137	1	.6850
9	139	4	.8239
9	141	4	.8239
9	143	1	.6850
9	145	1	.6850
9	147	4	.8239
9	149	4	.8239
9	151	2	.6850
10	152	3	.8239
10	154	4	.8239
10	156	4	.8239
10	158	1	.6850
10	160	1	.6850
10	162	4	.8239
10	164	4	.8239
10	166	1	.6850
10	168	1	.6850
10	170	4	.8239
10	172	4	.8239
10	174	2	.6850
11	153	2	.6850
11	155	4	.8239
11	157	4	.8239
11	159	1	.6850
11	161	1	.6850
11	163	4	.8239
11	165	4	.8239
11	167	1	.6850
11	169	1	.6850
11	171	4	.8239
11	173	4	.8239
11	175	1	.6850
11	177	1	.6850

11	179	4	.8239
11	181	4	.8239
11	182	2	.6850

With respect to units located in Buildings 1 and 2, the address of each unit is its unit number, Gates Crossing, Leominster, Massachusetts 01453. With respect to all other units, the address of each unit is its unit number, Berrington Road, Leominster, Massachusetts, 01453.

ATTEST: NO. WORC. REGISTRY OF DEEDS
JOHN B. McLAUGHLIN, REGISTER

Return to:
James Moriarty, Esq
Liberty Rental Corp.
14 Monument Square-Suite 200
Leominster, MA 01453

**FIRST AMENDMENT TO
MASTER DEED OF CONDOMINIUM**

WITNESSETH that Liberty Commons Leominster Limited Partnership, a Massachusetts Limited Partnership with a general partner of Liberty Rental Corporation, with a usual business address of 14 Monument Square, Leominster, Massachusetts, pursuant to the rights and powers reserved in Section 14 of the Master Deed of Liberty Commons Condominium dated May 3, 2001 and recorded in the Worcester Northern Registry of Deeds, Book 3785, Page 140 ("the Master Deed"), hereby amends the Master Deed to include the following:

1. The penultimate paragraph of Section 7 shall include the following words at the end of such paragraph:

"... including the mechanical closet located adjacent to the rear of each Unit."

2. Section 8 is deleted in its entirety and replaced with the following:

" PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS. Each Unit Owner shall have an easement in common with the owners of all the other units to use all pipes, wires, ducts, cables, conduits, utility meters, 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, cables, conduits, public utility meters, public utility lines and other Common Elements serving such other units and located in such unit. The Trustees, or their agents, shall have a right of access to any such unit to inspect the same, to enforce the provisions hereof, to remove violations of this provision therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings."

3. The third paragraph of Section 11 is deleted in its entirety and replaced with the following:

MARGINAL REFERENCE
BOOK 3785 PAGE 140
BOOK _____ PAGE _____

“The right to use, in common with the owners of other Units served thereby, all utility lines and all other common facilities located in any of the other units or in the common area described in Section 8 hereof, and serving that Unit. Each Unit shall have a non-exclusive easement to use the chimney flue that serves the Unit and such chimney flue, exclusive of any Unit’s ventilation and duct pipe connected thereto, shall be maintained by the Condominium Association as a common element. Each Unit Owner shall also have the non-exclusive easement to use the water faucets located on the exterior of the Building in which the Unit is located in common with the other Units located in such Building. Nothing herein shall be construed to limit the right of any owner of a Unit to use other nonexclusive common elements in accordance with their intended purposes, including the right to use parking areas, if any, located in the common area, subject to the Rules and Regulations of the Board of Trustees of the Association.”

4. Section 12 (e) is deleted in its entirety and replaced with the following:

“(e) all sewer, drainage, water and other pipes and plumbing apparatus and meters, conduits, including the sewer pumping station, which serve the various Units, subject to any easements therein and therefore;”

5. Section 14 (g) shall be added as follows:

“Improvements to Condominium Units and to Common Elements. Notwithstanding any other provision in this Master Deed to the contrary, the Declarant reserves for itself, and Declarant's successors or assigns, for a period of seven (7) years from the date of the recording of this Master Deed, and notwithstanding the conveyance by Declarant of record title to any Unit, the right (but not the obligation) to construct any improvements to the Units and to the Common Elements of the Condominium, specifically including, but not limited to: (a) the right to enter, and to construct the proposed improvements to, certain Units that are shown as Proposed Additions on the Condominium Floor Plans recorded on this date; (b) the right to enter, and to make alterations or modifications to, any Unit that adjoins a Unit to which improvements are to be made; and (c) the right to construct, repair or replace, sidewalks, retaining walls, decks or other Common Element improvements, at any time, and from time to time, all without the further consent of any Unit Owner or any Mortgagee, other than the acceptance and recording of a deed or mortgage to a unit and, in furtherance thereof, to unilaterally amend this Master Deed so as to submit to the provisions of Chapter 183A of the Massachusetts General Laws the modifications to any Units in the event of improvements (collectively the “Unit Modifications”).

The amendments due to any Unit Modifications may be added in any sequence in the Declarant's sole discretion and nothing contained herein shall constitute a warranty or representation obligating the Declarant to construct any improvements. Any such amendment(s), however, shall contain with respect to the Unit Modifications, all of the particulars required by Chapter 183A:

(1) The Declarant or its successors or assigns shall have the right to change the number and percentage interest in the common elements of all units, provided however, that the new percentage interest in common areas and facilities with respect to the units previously submitted to the provisions of said Chapter 183A shall be the approximate relation that the fair value of the unit on the date of the amendment to this Master Deed bears to the then aggregate fair value of all the units.

(2) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Section, to develop and construct the Unit Modifications and all utilities and other improvements and amenities pertaining thereto and to grant easements across, under, over and through the land or any portion thereof which Declarant deems necessary or convenient in connection with the related construction, provided this does not interfere with existing rights or easements granted by this Master Deed.

(3) The Declarant expressly reserves and shall have the right to make such use of the common areas and facilities of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete the Unit Modifications or to the Common Elements generally.

(4) The Declarant expressly reserves, and shall have the right to enter, and to make alterations or modifications to, any Unit that adjoins a Unit to which improvements are to be made, as may be necessary or convenient to enable the Declarant and its contractors to complete any Unit Modifications or improvements to the Common Elements generally.

(5) All improvements constituting the Unit Modifications shall be consistent with the initial improvements in structure type and quality of construction.

(6) The Unit Modifications shall be shown on a plan which shall have all the particulars required by the provisions of M.G.L. Chapter 183A which shall be recorded with the Worcester Northern District Registry of Deeds.

IN WITNESS WHEREOF, Liberty Commons Leominster Limited Partnership has caused this instrument to be executed as a sealed instrument on this 19th day of March, 2002.

LIBERTY COMMONS LEOMINSTER LIMITED PARTNERSHIP

By its General Partner
LIBERTY RENTAL CORPORATION

Owner of 100% of the Condominium Unit Interest

By: *Eric W. Sullender*
Eric W. Sullender, Its President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Date: March 19, 2002

Then personally appeared the above-named Eric W. Sullender and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of Liberty Rental Corporation, as General Partner of Liberty Commons Leominster Limited Partnership, before me,

Elizabeth F. Sullivan
Notary Public
My Commission Expires: May 6, 2005

ATTEST: NO. WORC. REGISTRY OF DEEDS
JOHN B. McLAUGHLIN, REGISTER

Return to:
James Moriarty, Esq
Liberty Rental Corp.
14 Monument Square-Suite 200
Leominster, MA 01453

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**SECOND AMENDMENT TO
MASTER DEED OF CONDOMINIUM**

Marginal References: Book 3785, Page 140 and Book 4129, Page 60.

WITNESSETH that Liberty Commons Leominster Limited Partnership, a Massachusetts Limited Partnership with a general partner of Liberty Rental Corporation, with a usual business address of 14 Monument Square, Leominster, Massachusetts, pursuant to the rights and powers reserved in Section 14 of the Master Deed of Liberty Commons Condominium dated May 3, 2001 and recorded in the Worcester Northern Registry of Deeds, Book 3785, Page 140 ("the Master Deed"), hereby amends the Master Deed, as affected by the Effective Date Certificate dated March 19, 2002 and recorded as aforesaid at Book 4129, Page 60 ("Effective Date Certificate"), to include the following:

Exhibit "B" of Section 5 of the Master Deed, referred to in the 3rd Paragraph of the Effective Date Certificate, is hereby amended so that Unit Number 182 is stricken from Exhibit "B" and replaced with Unit Number 183.

Through inadvertence, the Unit Number designation 182 was originally inserted in Exhibit "B", whereas the correct Unit Number designation should have been 183, as is indicated on the Building Location Plan recorded at Plan Book 425, Page 24, and the Condominium Floor Plans recorded at Plan Book 425, Page 25.

IN WITNESS WHEREOF, Liberty Commons Leominster Limited Partnership has caused this instrument to be executed as a sealed instrument on this 29th day of April 2002.

LIBERTY COMMONS LEOMINSTER
LIMITED PARTNERSHIP
By its General Partner
LIBERTY RENTAL CORPORATION

Owner of 100% of the Condominium Unit Interest

By: *Eric W. Sullender, pres.*
Eric W. Sullender, Its President

MARGINAL REFERENCE S

BOOK _____ PAGE _____


BOOK _____ PAGE _____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Date: *Apr. 129, 2002*

Then personally appeared the above-named Eric W. Sullender and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of Liberty Rental Corporation, as General Partner of Liberty Commons Leominster Limited Partnership, before me,


Notary Public *James Moriarty III*
My Commission Expires: *March 11, 2005*

ATTEST: NO. WORC. REGISTRY OF DEEDS
JOHN B. McLAUGHLIN, REGISTER