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MASTER DEED
OF
SHAWSHEEN WOODS CONDOMINIUM

The undersigned Brothers Development, Inc., a Massachusetts corporation with an address of 21 Hickory Lane, Tewksbury, Massachusetts (hereinafter with his successors and assigns called the "Declarant"), being the sole owner of the land at 1177 Shawsheen Street, Tewksbury, Middlesex County, Massachusetts described on Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (herein after "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more buildings. Paragraph 17 hereof sets forth the procedures to add additional phases to the Condominium.

2. Name. The name of the Condominium shall be:

SHAWSHEEN WOODS CONDOMINIUM

3. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is SHAWSHEEN WOODS CONDOMINIUM TRUST (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

Brothers Development, Inc.
21 Hickory Lane
Tewksbury, MA

The Condominium Trustee(s) has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated is more fully described in said Exhibit A attached hereto and made a part hereof and is subject to the matters of record listed on Schedule A attached hereto and made a part of hereof.

5. Description of the Buildings. The buildings (hereinafter the "Building" or "Buildings") on the Land are shown on the site and floor plans referred to in paragraph 6(a) below (the "Plans") and are described in Exhibit B attached hereto and hereby made a part hereof. Each Unit contains two (2) stories, pull down stairs to attic space, a basement, and a one-car garage and one (1) or two (2) surface parking spaces (See Exhibit B). There are ten (10) buildings. Six buildings contain two (2) Units each. Four buildings contain one Unit each. Each building is constructed of wooden frame with vinyl siding. The foundation of each building is constructed of poured concrete and the roof of each building is constructed of asphalt shingle.

6. Designation of the Units and Their Boundaries.

- (a) Phase I of the Condominium consists of one (1) dwelling unit in one (1) buildings as shown on the site plan entitled "Condominium Site Plan 1177 Shawsheen Street, Tewksbury, Massachusetts" (the "Site Plan") to be recorded herewith (said one (1) dwelling unit, together with all other units, subsequently added to the Condominium pursuant to paragraph 17 hereof as part of future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each dwelling Unit are set forth in Exhibit C attached hereto. The Units are shown on the certified floor plan entitled "**Unit 11, Building Number 7 Condominium Floor Plan Shawsheen Woods Condominium, 1177 Shawsheen Street Tewksbury, Massachusetts recorded herewith**
- (b) If and when the Declarant adds additional phase(s) to the Condominium, by an amendment to this Master Deed pursuant to its reserved rights under paragraph 17 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in subparagraphs 6(c) and 6(d) hereof. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record new site and floor plans showing the building(s) and Units(s) forming part thereof.
- (c) Those boundaries of each of the dwelling Units with respect to the floors, ceilings walls, doors and windows thereof are as follows:
 - (i) Floors: The plane of upper surfaces of the sub-flooring.
 - (ii) Ceilings: The plane of the lower surface of the ceiling joists.
 - (iii) Interior Building Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
 - (iv) Exterior Building Walls. The plane of the interior surface of the wall studs or, where applicable, the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
 - (v) Exterior Doors and Frames. The exterior surface of the doors and door

frames.

- (vi) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be.

All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly; if damaged or destroyed by the Unit Owner thereof or any person for whom the Unit Owner is responsible; but any such replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.9 of the Condominium Trust.

- (vii) Pipes, Wires and Conduits: Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits with such pipe chase or other enclosure that serve more than one Unit are a part of the Common Areas and Facilities.

- (viii) Chimneys and flues located within chimneys, if any, are a part of the Common Areas and Facilities. Unit owners shall be responsible for cleaning and maintaining the exterior of that portion of the chimney that is appurtenant to their Unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the owner of the Unit served by the chimney and/or flue that is the subject of any such maintenance, repair or replacement. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the Unit served by such chimney or flue.

- (d) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone, whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in paragraph 7 below.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in paragraph 7 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.
- (f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 7 below, in common with the other Units in the Condominium.
- (g) Each Unit shall have as appurtenant thereto the exclusive right and easement to use the walkway and any stairs or porch leading into the Unit and a right of ingress and egress to such Unit, which right shall be perpetual over the stairs

leading to the front and rear of the Unit.

- (h) Each Unit shall have the exclusive right and easement as appurtenant to that Unit to use the deck or porch if any and appurtenant yard area, immediately adjacent to and accessible from such Unit (as shown on the plan entitled Condominium Site Plan 1177 Shawsheen Street Tewksbury, Massachusetts), subject to all restrictions otherwise set forth in this Master Deed, the Condominium Trust and the By-Laws and any rules and regulations from time to time in effect pursuant thereto.
- (i) Each Unit shall have the exclusive right and easement as appurtenant to that Unit to use the driveway area leading from Winter Lane to the Unit (as shown on the plan entitled Condominium Site Plan 1177 Shawsheen Street Tewksbury, Massachusetts) subject to all restrictions otherwise set forth in this Master Deed, the Condominium Trust and the By-Laws and any rules and regulations from time to time in effect pursuant thereto. If two Units share a portion of a common driveway, only those Units shall have the exclusive right and easement to utilize the common portion of the driveway subject to all restrictions otherwise set forth in this Master Deed, the Condominium Trust and the By-Laws and any rules and regulations from time to time in effect pursuant thereto, and the shared portion of the driveway shall remain unobstructed at all times.

7. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The Land described in Exhibit A together with the benefit of and subject to all rights, easements, restriction, agreements and licenses set forth in said Schedule A, if any, insofar as the same may be in force and applicable;
- (b) All portions of the Condominium not included in any Unit, including, without limitation, the following to the extent such may exist from time to time:
 - (1) The foundations, structural members, beams, supports and those portions of exterior and interior walls, floors, ceilings and doors leading from Units to common areas not included as part of the Units, the roof, common walls within the buildings, and structural walls or other structural components contained entirely within any Unit;
 - (2) The plantings, yards, deck, porch, gardens, walkways, grass areas, steps and stairways, driveways, roadways and parking areas; provided, however, that each Unit shall have appurtenant thereto the exclusive right and easement to use for the parking of automobiles, that surface area of the driveway which begins at the exterior surface of each garage door located at the basement level of the Unit, as shown on the plan entitled Condominium Site Plan 1177 Shawsheen Street Tewksbury, Massachusetts.
 - (3) All utility lines and installations of central services such as power, heat,

light, water, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;

- (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and such facilities which serve parts of the buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;
 - (5) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installation (including any replacements thereof) of the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium.
- (c)
 - (1) Stormwater Management System, which is defined as the detention pond, drainage systems, pipes and appurtenances required for storm water management. The Stormwater Management System shall serve the Condominium, including all Land, Buildings and Units and the Stormwater Management System shall be a portion of the Common Areas and Facilities. The Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Stormwater Management System.
 - (2) Declarant shall construct the Stormwater Management System. Declarant's construction shall include all of the items defined as portions of the Stormwater Management System in clause (1) of this paragraph (7)(c). All such construction shall be at Declarant's expense and upon Declarant's initiative.
 - (3) Until the Turnover Event, Declarant shall operate the Stormwater Management System and shall be responsible for the installation, operation, and maintenance of all aspects of the Common Areas and Facilities as defined in this paragraph 7. After the Turnover Event, the Trustees of the Condominium Trust shall operate the Stormwater Management System. The "Turnover Event" is defined as after one hundred (100%) percent of the percentage interest in the Condominium (defined as of the time after which Declarant shall no longer have the right to add additional phases or Units to the Condominium, as set forth in paragraph 17(a) of the Master Deed) has been conveyed to Unit purchasers.
- (e) Such additional Common Areas and Facilities as may be defined in Chapter 183 A.

The Declarant has reserved the right pursuant to paragraph 17 hereof to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

There is appurtenant to each Unit the right to use the Common Areas and Facilities (except those portions of the Common Areas and Facilities which are the subject of an exclusive use easement) in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

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, utility lines, and other Common Areas and Facilities located in any of the other Units or elsewhere in the Condominium 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, utility lines, and other Common Areas and Facilities located in such Unit and serving other Units. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Areas or Facilities or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common Areas or Facilities in any Unit or elsewhere in the Buildings, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

8. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each dwelling Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units.

If the affordability restrictions on an Affordable Unit are terminated, for any reason, including but not limited to failure to locate an income-eligible purchaser within the time limits set forth in the Regulatory Agreement, condemnation or casualty, thereafter, in such possible event, that Unit may be valued without the affordability restriction and its undivided ("beneficial" or "percentage") interest in the Condominium may be increased and the then effective percentage interest of all other Units (except the remaining Affordable Units) shall be decreased, retaining their existing proportionality among each other, so that the sum of the percentage interest of all the Units equals 100%. A certification of facts ascertainable from the records of the Registry establishing the termination of the affordability restriction as to a Unit, executed by all of the Trustees and duly recorded with the Registry shall conclusively indicate a change of percentage interest to the then recalculated percentages, as appropriate. Each Unit Owner (defined to mean the respective owner of a Unit or Units) now or hereafter by accepting a deed to any Unit thereby agrees to the foregoing procedures for adjustment of percentage interests and grants the Trustees his or her durable power of attorney, irrevocable and coupled with an interest, to execute any such certification to the Master Deed on his or her behalf, whether or not so expressly stated in the Unit Owner's deed to his or her Unit. Each Unit Owner confirms, by acceptance of his or her Unit Deed, that the consent to the foregoing expressed thereby is intended to be that consent

required under Chapter 183A, Section 5(b) (as the same may hereafter be amended).

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto, as said Exhibit C may hereafter be amended as additional phases are added to the Condominium pursuant to paragraph 17 hereof.

9. Purpose and Restrictions on Use.

- (a) Each Unit is intended to be used only for residential purposes. Notwithstanding anything contained herein to the contrary, this restriction is perpetual and may not be waived by the Declarant or the Unit Owners. No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his Unit for such personal office and studio use as is customarily carried on as incidental to the residential use of a single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, health ordinances or by-laws, statutes, and rules and regulations of any governmental body or agency having jurisdiction there over and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Trustees or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.
- (b) Dogs, cats or other household pets, reasonable in size and number may be kept by Unit Owners in the Units, subject to the rules and regulations as may be established by the Trustees from time to time.

The Units, the Buildings and the Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust and By-Laws, any rules and regulations from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.

The foregoing restrictions are imposed for the benefit of the owners from time to time of all of the Units and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and only by an instrument in writing signed by the Owners at the time entitled to seventy-five (75%) percent of the undivided interests in the Common Areas and Facilities, and all of the Condominium Trustees; and such instrument, whether or not recorded, shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees then in office. No owner of a Unit shall be liable for any breach of the provisions of this Paragraph 8 except as such occur during his or her ownership thereof.

- (c) Certain Units are subject to the restriction on resale as an "affordable unit" (the "Affordability Restriction") as described in the Comprehensive Permit by the Tewksbury Zoning Board of Appeals dated October 4, 2004, recorded with the Middlesex North District Registry of Deeds at Book 20042, Page 1 (the "Zoning Board of Appeals Decision"). Such restriction shall be further delineated in the Unit Deeds conveying the Units. The Affordability Restriction shall remain in perpetuity and cannot be waived by the Unit Owners.
- (d) The Units and Common Areas and Facilities are subject to the following additional restriction:
 - (i) No parking of any vehicles shall be permitted at any time along any sidewalk.
- (e) The Unit Owners shall require the Trustees to do the following with respect to the Common Areas and Facilities:
 - (i) To maintain all landscaping.
 - (ii) To provide for all trash and recyclables removal;
 - (iii) To maintain all street lighting;
 - (iv) To maintain all roadways and provide for snow plowing;
 - (v) To operate and maintain the Stormwater Management System; and
 - (vi) To repair and maintain all buildings.
- (f) Notwithstanding anything that may be contained herein to the contrary, no Unit that is the subject of any affordability restriction may be leased or rented at any time.

10. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant and their successors and assigns shall have the same rights, as the Owner of such unsold Unit, as any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the rights for so long as the Declarant owns an unsold Unit to:
 - (i) lease and license the use of any unsold Unit;
 - (ii) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
 - (iii) to use any Unit owned by the Declarant as an office for the Declarant's use;

- (iv) to perform any work and transact any other business on the Common Areas and Facilities including, but not limited to, the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit; and
 - (v) to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the parking spaces within the Condominium not connected to any driveway leading to a garage for the purpose of marketing, leasing, selling, and reselling the units, and to designate said parking area through the use of signs or otherwise.
- (b) The Declarant or his agents shall have the right of access to each Unit and the Common Areas appurtenant thereto:
- (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building; and
 - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors, successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with personnel, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, the Stormwater Management System, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium and the future phases. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

Declarant further reserves the following rights (until all of the Units have been sold by said Declarant, its successors and assigns):

- (i) To develop and construct additions to the Condominium, including the future phases, including, without limitation, buildings, roads, ways, utilities, the Stormwater Management System and other improvements and amenities pertaining thereto, to alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Common Areas and Facilities or Buildings or portions thereof for the exclusive use of one (1) or more Unit Owners.

- (ii) To grant or reserve or to cause the Condominium Trustees to grant or to reserve easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium; provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.
- (iii) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any buildings or other improvements to the Condominium or additions thereto.

Each Owner of a Unit within the Condominium by the acceptance and recordation of a Deed to his Unit, shall thereby have consented to any such amendment to the Master Deed without the necessity of securing any further consent or execution of any further documents by such Owner, and does hereby appoint Declarant as his attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right hereinabove reserved, which power of attorney is deemed to be coupled with an interest.

The rights reserved hereinabove to the Declarant, its successors and assigns shall be exclusive and shall not be restricted between the hours of 7:00 a.m. and 6:00 p.m. daily including Saturdays, Sundays and holidays by the Condominium Trust or rules and regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust or any rules and regulations promulgated pursuant thereto, so long as the Declarant owns any Unit, no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to Declarant, its affiliates, successors or assigns in this Master Deed, the Condominium Trust or any lease referred to herein shall be of any force or effect unless consented to and signed by the Declarant, its successors, or assigns, as the case may be.

11. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Unit shall be subject to, and comply with, the provisions of this Master Deed, their Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and the items affecting title to the Land as set forth in Schedule A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such

owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. Amendments.

(a) Except as otherwise provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Middlesex North District Registry of Deeds (hereinafter, the "Registry") provided, that:

- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
- (iii) Except as provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all the Units whose percentage interest is so affected.
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.
- (v) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities or grant easements for the exclusive use of Common Areas and Facilities as set forth herein shall be of any force and effect unless it is assented to in writing by the Declarant and such assent is recorded with such amendment at the Middlesex North District Registry of Deeds.
- (vi) No instrument of amendment which would affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 17 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and such assent is recorded with such amendment at the Middlesex North District Registry of Deeds. The requirements for the

Declarant's assent contained in this subparagraph (a) (vii) shall terminate upon the completion of construction of the Condominium and sale of all Units by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Master Deed) of the last phase of the Condominium.

- (vii) No instrument of amendment which purports to amend or otherwise affect subparagraph (b) of this paragraph 13 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
- (viii) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagees of Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner of his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their mortgagees shall promptly execute a consent to any such amendments at no expense to the Declarant.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.
- (c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entitled; (ii) to induce any of such agencies or entitles to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or in the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute

and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file such Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

14. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Subject to applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee;
- (d) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (e) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.
- (f) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of

said first mortgage (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a First Mortgagee held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust; or
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 13.
- (g) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51 %) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51 %) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51 %) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
 - (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units

which have at least fifty-one (51 %) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

- (h) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, specifically including without limitation the Sewer System and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or fewer written notice.
- (j) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (k) Any lease or rental agreement pertaining to a market rate unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No market rate unit may be leased or rented for a term of less than three hundred sixty five (365) days. All tenants must be approved by the Trustees prior to occupancy.
- (l) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
 - (i) The consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51 %) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51 %) percent of the votes of Units subject of Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the

following:

Voting;

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

The interests in the Common Areas and Facilities;

Leasing of a Unit;

Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

Any provision which is for the express benefit of mortgage holders Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Middlesex North District Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

15. Severability. The invalidity or unenforceability of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

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

17. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one (1) or more buildings containing one (1) or more Units, amenity buildings, or other site improvements. In order to permit and facilitate such development, the Declarant, for itself

and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as shown on the Plans;
 - (i) Additional building(s) not to exceed eight (9), each housing one (1) or more Units;
 - (ii) Additional roads, drives, parking spaces and areas, decks, porches, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
 - (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 10 (c) hereof.

The phase or phases that the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be include within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

Ownership of each building, together with the Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas, shall be unlimited.

The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 17:

- (b) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:

- (i) The expiration of seven (7) years after the recording of this Master Deed in Middlesex North District Registry of Deeds;
 - (ii) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 17 reach the maximum limit of sixteen (16); or
 - (iii) The Declarant shall record with the Middlesex North District Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. The location of future phases, buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 17 shall be as shown on the Plans.
- (d) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings containing any number of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
- (e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than fifteen (15) new Units to the Condominium as part of future phases, so that the total number of Units in the Condominium shall not exceed sixteen (16).
- (f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulation) on the use, size, layout and design of future Building(s) or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Units) from those described in subparagraph 6(c) and 6(d) hereof.
- (g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas for the exclusive use of the Units to be added to the Condominium as part of future phase(s). Such future designated Common Areas may include, but need not be limited to, fences, steps, terraces, patios, screened in porches, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas appurtenant to the Units in such phase(s) if such Common Areas are different from those described in paragraph 7 hereof.
- (h) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and

install on the Land in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment plant, parking garages, parking lots recreational facilities or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17(h), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the condominium development.

The Declarant may add future phase(s) and Building(s) and any Unites) therein to the Condominium by executing and recorded with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (aa) An amended Exhibit B describing the Building(s) being added to the Condominium;
- (bb) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unites) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 6(c) and 6(d) of this Master Deed.
- (cc) If the boundaries of the Units) being added to the Condominium vary from those described in said subparagraphs 6(c) and 6(d), the definition of the Common Areas and Facilities contained in paragraph 7 hereof shall be modified, as necessary, with respect to such Units).
- (dd) An amended Exhibit C setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units).
- (ee) If any Common Areas designated as an exclusive use easement area or appurtenant to the Units) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Areas appurtenant to the new Units). Such description of the new or modified Common Areas appurtenant to the new Units) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.
- (ff) A revised site plan of the Condominium showing the new Building(s) and floor plan(s) for the new Units being added to the Condominium, which floor planes) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, (except as in this paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit

Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant, its successors and assigns. Any such amendment, when executed by the Declarant and recorded with the Middlesex North District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Units) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed as amended shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed as amended. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance and recording of his deed to this Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him to the Declarant's reserved rights under this paragraph 17 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 17.

In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

18. 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.

19. Governing Law. This Master Deed, the Condominium Trust, and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. However, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or

- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3rds) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Essex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this paragraph 19 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the "Written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Essex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium.

20. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarant, its successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however, that such conveyance, transfer or assignment, as the case may be, must be evidenced by an instrument recorded with the Registry.

21. Validity. The invalidity of any provision of this Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.

22. Affordable Housing. Pursuant to the provisions of the Comprehensive Permit under M.G.L. Chapter 40 B, Sections 20-23, the Regulatory Agreement, the Deed Rider and the Monitoring Services Agreement by and between the Town of Tewksbury, the Massachusetts Housing Finance Agency and Brothers Development, Inc., dated November 8, 2006 (hereinafter the "Monitoring Services Agreement" Units, as designated in the Comprehensive Permit, (hereinafter, the "Affordable Housing Units"), are hereby designated as affordable in perpetuity, consistent with the Comprehensive Permit and the Regulatory Agreement. The Affordable Housing Units are being sold for prices below their fair market value to persons and families within specific income guidelines and subject to the Regulatory Agreement. The Regulatory Agreement shall restrict the resale price of an Affordable Housing Unit, as well as the income of potential buyers of an Affordable Housing Unit, in order to maintain such Unit as affordable in perpetuity. The Deed Rider shall be attached to the first Affordable Housing Unit deed and all subsequent Affordable Housing Unit deeds to be recorded with said Registry.

It is expressly understood that any inconsistencies between this Master Deed and the Comprehensive Permit, the Regulatory Agreement, and the Monitoring Services Agreement or the Deed Rider (collectively the "Affordable Housing Plan") shall be construed in favor of the Affordable Housing Plan. Notwithstanding any provision herein to the contrary, any amendment to this Master Deed purporting to alter, amend or delete the Affordable Housing Plan shall be void and of no force and effect unless in compliance with the Affordable Housing Plan shall be void and of no force and effect.

IN WITNESS WHEREOF, the said BROTHERS DEVELOPMENT, INC, has caused these presents to be executed as an instrument under seal this 15 day of October, 2007.

BROTHERS DEVELOPMENT, INC.
GRANTOR

By James R. Brothers PRESIDENT
JAMES R. BROTHERS, President

By George F. Brothers, Jr.
GEORGE F. BROTHERS, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of October, 2007, before me, the undersigned notary public, personally appeared JAMES R. BROTHERS, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of BROTHERS DEVELOPMENT, INC.

George H. Medeiros
Notary Public George H. Medeiros
My Commission Expires: 12/3/2010

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of October, 2007, before me, the undersigned notary public, personally appeared GEORGE F. BROTHERS, Jr., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of BROTHERS DEVELOPMENT, INC.

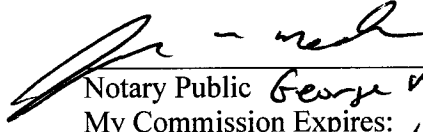

Notary Public George F. Brothers, Jr.
My Commission Expires: 12/3/2010

EXHIBIT "A" TO MASTER DEED
SHAWSHEEN WOODS CONDOMINIUM

Description of Land on which the Condominium is located

The land with the buildings thereon or to be constructed thereon shown on the Plan entitled "Condominium Site Plan 1177 Shawsheen Street, Tewksbury, Massachusetts and recorded herewith, being bounded and described as follows:

WESTERLY	By said Shawsheen Street, two distances totaling two hundred and 00/100 (200) feet;
NORTHERLY	As shown on said plan, six hundred twenty and 00/100 (620) feet;
SOUTHEASTERLY	By lot 6 shown on said plan, four hundred thirty-four and 41/100 (434.41) feet;
WESTERLY	By lot 1 and 6, one hundred forty-three and 58/100 (143.58) feet, as shown on said plan;
NORTHWESTERLY	By land of David T. and Mary B. Shepherd, sixty and 00/100 (60) feet, as shown on said plan;
SOUTHWESTERLY	Again by said Shepherd land, two hundred and 00/100 (200) feet.

Being all and the same premises conveyed to grantor by deed dated July 30, 2003 and recorded at Middlesex North District Registry of Deeds at Book 15865, page 237.

EXHIBIT "B" TO MASTER DEED

SHAWSHEEN WOODS CONDOMINIUM

Description of Building(s)

There are ten (10) Buildings. Each Building contains two (2) stories, a basement, pull down stairs to attic space, a 1-car garage and 1 or -2 surface parking spaces (as listed below). Building One contains 1 Unit, Building Two contains 2 Units, Building Three contains 2 Units, Building Four contains 2 Units, Building Five contains 2 Units, Building Six contains 1 Unit, Building Seven contains 1 Unit, Building Eight contains 2 Units, Building Nine contains 2 Units and Building Ten contains 1 Unit. Each Building is constructed in a traditional style with wood frame, vinyl siding and asphalt shingles. The foundation of each Building is constructed of poured concrete.

UNIT NO.	NUMBER OF SURFACE PARKING SPACES
1	2
2	2
3	1
4	1
5	2
6	2
7	1
8	1
9	2
10	1
11	1
12	2
13	1
14	1
15	2
16	2

EXHIBIT "C" TO MASTER DEED
SHAWSHEEN WOODS CONDOMINIUM

Description of Units

UNIT NO.	BUILDING NO.	IMMEDIATE COMMON AREAS/FACILITIES	UNIT SQUARE FOOTAGE*	GARAGE AREA
1	1	Garage to driveway, stairs to front door stairs to deck to rear door	2,234	280
2	2	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
3	2	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
4	3	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
5	3	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
6	4	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
7	4	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
8	5	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
9	5	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
10	6	Garage to driveway, stairs to front door stairs to deck to rear door	2,234	280
11	7	Garage to driveway, stairs to front door stairs to deck to rear door	2,234	280
12	8	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
13	8	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
14	9	Garage to driveway, stairs to front door stairs to deck to rear door	2,174	240
15	9	Garage to driveway, stairs to front door stairs to deck to rear door	2,115	280
16	10	Garage to driveway, stairs to front door stairs to deck to rear door	2,234	280

*Dining Room Living Room, Kitchen, Master Bedroom, Second Bedroom, 2 full
Bathrooms and 1 Lavatory, Basement, and One-Car Garage.*

* (Includes basement, excludes garage and deck)

EXHIBIT "C" CONTINUED

SHAWSHEEN WOODS CONDOMINIUM

Percentage Interest in Common Area and Facilities

Building 7

Unit 11	100%
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SCHEDULE A OF MASTER DEED
SHAWSHEEN WOODS CONDOMINIUM
(Title Exceptions)

1. Comprehensive Permit dated October 4, 2004, and recorded with the Middlesex North District Registry of Deeds in Book 20042, Page 1.
2. An Order of Conditions of the Conservation Commission of the Town of Tewksbury dated January 19, 2006 recorded at the Middlesex North District Registry of Deeds at Book 19752 Page 205.
3. A Regulatory Agreement with the Massachusetts Housing Financing Agency dated November 8, 2006 recorded at the Middlesex North District Registry of Deeds at Book 20723 Page 1.
4. A Sewage Utility Easement to the Town of Tewksbury Dated November 8, 2006 recorded at the Middlesex North District Registry of Deeds at Book 18210 Page 24, Book of Plan, 216 Plan 118, Sheet (2).
5. A Utility Easement to the Massachusetts Electric Company dated January 16, 2007 recorded at Book 21002, Page 283.
6. A Utility Easement to Verizon New England, Inc. dated May 24, 2007 recorded at the Middlesex North District Registry of Deeds at Book 21288, Page 137.