

MASTER DEED

**MASTER DEED
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MASTER DEED

This MASTER DEED of the SHREWSBURY COMMONS CONDOMINIUM made this 28th day of January, 1974.

WITNESSETH that:

We, John M. Corcoran, P. Leo Corcoran and Edward Darman, Co-Partners, doing business under the firm name and style of the Corcoran-Darman Shrewsbury Condominium Associates, (hereinafter called the Declarant), being the owners of certain premises in Shrewsbury, Worcester County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a Condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end we hereby declare and provide as follows:

1. NAME OF CONDOMINIUM

The name of the Condominium shall be *SHREWSBURY COMMONS CONDOMINIUM* and shall hereinafter be referred to as the Condominium.

2. THE TRUST

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Shrewsbury Commons Condominium Trust under Declaration of Trust dated January 28, 1974, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The original and present Trustees thereof who have been appointed pursuant to Article V of said Trust are:

John B. Hanley
Desmond E. Sullivan
Robert Pickette
Donald McGill

3. DESCRIPTION OF LAND

The description of the premises which constitute the Condominium are as set forth in Exhibits 1 and 2 attached hereto and made a part hereof.

4. PLAN

A plan of land delineating the land now comprising the Condominium and parcels which may be added thereto is shown on plan entitled "Shrewsbury Commons Condominium Site Plan" to be recorded herewith and shown as Exhibit 3.

5. DESCRIPTION OF THE BUILDINGS

Lot G and the buildings existing thereon as shown on Exhibit 3 hereinafter referred to as Part 1 of the Condominium, Part 1 of the Condominium contains two buildings, one a four-story, 46 unit, elevatored building constructed primarily of masonry materials; the second a 10-unit, two-story, townhouse building constructed of wood and masonry materials.

6. DESCRIPTION OF UNITS

The residential Units in Part 1 of the Condominium, and the designations, locations, immediate common areas and other descriptive specifications thereof are shown on plan entitled "Shrewsbury Commons Condominium Building No. 85, Shrewsbury, Mass." dated November 14, 1973, James W. Haley, Civil Engineer, (Exhibit 4) and plan entitled "Shrewsbury Commons Condominium Building No. 95, Shrewsbury, Mass." dated December 10, 1973, James W. Haley, Civil Engineer, (Exhibit 5).

7. LIMITS OF UNIT OWNERSHIP

Each Unit is described as that space within:

Units of Apartment-Type Buildings

- A. **Floors** — the upper surface of the concrete slab of the ground floor or the upper surface of the concrete in the case of upper floors.
- B. **Ceilings** — the lower surface of the concrete slabs forming the ceiling.
- C. **Walls** — the plane of the exterior surface of the dry wall or rock lathe, as the case may be, of the perimeter walls of the Unit.
- D. **Doors and Windows** — doors and windows of a Unit shall, in their entirety, be part of such Unit.

Units of Townhouse Buildings

- A. **Floors** — the plane of the upper surface of the concrete slab forming the basement floor for those units with basements or the plane of the upper surface of the concrete slab forming the first floor for those Units without basements.
- B. **Ceilings** — the plane of the exterior surface of the rock lathe or dry wall forming the second floor ceiling.
- C. **Walls** — the plane of the exterior surface of the dry wall or rock lathe or concrete, as the case may be, of the perimeter walls of the Unit.
- D. **Doors and Windows** — doors and windows of a Unit shall, in their entirety, be part of such Unit.

8. PERCENTAGE OF OWNERSHIP

The percentages of interest in the common elements of the Condominium for each Unit, as the same may be changed from time to time in accordance with the terms of this Master Deed, are as specified in Exhibit 6.

9. DESCRIPTION OF COMMON AREAS

The common areas of the Condominium consist of the entire property thereof as the same may be expanded from time to time, including all improvements thereon other than the Units themselves, and will include, but are not necessarily limited to, the following:

- A. The land on which the buildings now are or, in the future, may be erected with the benefit of, and subject to, rights and easements referred to in Declaration of Rights and Easements, as the same may be amended from time to time. (Exhibit 7).
- B. All foundations, structural columns, bearing partitions, girders, beams, joists, supports, exterior walls, and roofs of the buildings.
- C. All conduits, ducts, pipes, plumbing, wiring, chimneys, 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 all such facilities contained within any Unit which serve parts of the Condominium other than the unit within which such facilities are contained, including sewer and drainage pipes, but not including plumbing or wiring and other mechanical devices of a designated Unit and used solely for the benefit of such Unit, with the exception of the T. V. antenna system.
- D. All storage or utility rooms or areas located outside the designated Units, subject to other applicable provisions of this Master Deed.
- E. The yards, walkways, driveways, roads, general parking areas, plants and improvements thereon and thereof.
- F. All other apparatus and installation existing in the building(s) or that might be added to the building(s) for common use, or necessary or convenient to the existence, maintenance, or safety of the building(s) or its occupants.
- G. Recreational facilities and areas as may be added and deeded to the Condominium by the Declarant.
- H. All other items listed as such in Massachusetts General Laws, Chapter 183A, and located on the property.

10. LIMITED COMMON AREAS

Upon the first sale of any Unit, limited common areas will be specified in individual Unit deeds for the exclusive use of such area by an individual Unit Owner, thereafter, the Trustees of Shrewsbury Commons Condominium Trust shall control said common areas in accordance with the terms of said Trust.

Said Limited Common Areas shall include:

For apartment style buildings

- A. Balconies,
- B. Storage Cubicles,
- C. Patio Areas.
- D. Entrance foyer, interior hallways, stairways, laundry rooms and such are considered limited common areas for the benefit of the residents of that particular building.

For townhouse type buildings

- A. Attics for those Units so equipped and
- B. Townhouse Patio areas.

Other

- A. Parking spaces as assigned by the Board of Trustees or as designated in the unit deed. Additional parking spaces may from time to time be assigned to particular Unit Owners by the Board of Trustees in accordance with the provisions of Article VII Section 11 of the Shrewsbury Commons Condominium Trust.
- B. Other such areas as the Trustees may deem necessary to ensure the privacy and full enjoyment of an individual Unit Owner.

11. **RESPONSIBILITY FOR LIMITED COMMON AREAS**

The maintenance and upkeep of the limited common areas will be a common expense except that the following will be the responsibility of the Unit Owner:

- A. Snow removal and cleaning of balconies and patios.
- B. Landscaping of patio areas other than that originally installed by Declarant.
- C. Cleaning and non-structural maintenance of attic areas for those Units so equipped.

12. **USE OF UNITS**

- A. Each of the Units is intended for use as a single family residence only. However, Declarant reserves the right for so long as any Units remain unsold by him to utilize any or all of such Units as models or offices or other uses that he might deem necessary for, and consistent with, the sale of all such Units.
- B. The parking spaces are intended solely for use of currently registered and licensed private passenger cars, only in operating condition, and only for occupants of units within the Condominium.

13. **RESTRICTIONS ON UNITS, COMMON AREAS, AND FACILITIES**

- A. **Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations** — All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as herein set forth. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (1) the provisions of this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the sale of items affecting title to the Property are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all

of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (2) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

- B. **Use** – No such Unit shall be used for any purpose other than as a dwelling for residential purposes for one family.
- C. **Business Related Uses**
 - (1) No business activities of any nature shall be conducted in any such Unit; except as provided in Section 12A.
 - (2) No Unit may be purchased for use by any business entity, association, or group for use as temporary lodging for employees, members, associates, or designees.
- D. **Rental Lease of Units** – No such Unit shall be rented, let, leased or licensed for use or occupancy except to persons who have first been approved in writing by said Board of Trustees, who shall take action within five days of receipt of notice of intention to lease from the Unit Owner, nor shall any Units be rented more than twice in any twelve month period without the written permission of the Board of Trustees. However, no such permission shall be denied so as to restrict the use or occupancy of Units because of race, creed, color or national origin. The approval by the Board of Trustees of a particular lessee will not be unreasonably withheld. The Declarant reserves the unrestricted right to lease any unsold Units.
- E. **Architectural Changes** – The architectural integrity of the building and the Units shall be preserved without modification, and to that end without consent of the Board of Trustees and without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof. No addition to, or change, or replacement of any exterior light, door knocker or other exterior hardware shall be made of a type different from that originally installed. No painting, attaching of decalcomania or other decoration shall be done on any exterior part of surface of any Unit nor on the interior surface of any window.
- F. **Performance of Maintenance** – Use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by the Board of Trustees.
- G. **Use of Common Elements and Facilities** – A Unit Owner shall not place or cause to be placed in the foyers, lobbies, vestibules, public halls, stairways or other Common Elements other than a terrace or balcony to which such Unit Owner has direct access or storage area in which such Unit Owner has exclusive rights, any furniture, packages or objects of any kind. The foyers, public halls and stairways shall be used for no purpose other than the normal transit through them.

H. **Right of Access** – A Unit Owner shall grant a right of access to his Unit, to the Board of Trustees or to the manager of the managing agent, for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repair of damage occasioned by such entry will be a common expense.

I. **Pets** – No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements. Dogs, cats or other household pets in possession of the Unit Owners at the time of purchase of their Units (but not pets acquired thereafter) not to exceed one per unit may be kept in Units with the approval of the Board of Trustees, but subject to the rules and regulations adopted by the Board of Trustees. Provided further that any such pet which, in the opinion of the Board of Trustees, causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board of Trustees. In no event shall any pet be permitted in any portion of the common elements, unless carried on a leash, or in any grass or garden plot under any circumstances.

Pets of Unit Owners must be identified and registered with the Board of Trustees at the time of signing of the Purchase and Sale Agreement.

J. **Enforceability of Restrictions** – Said restrictions shall be for the benefit of the owners of all of the Condominium Units and the Trustees of Shrewsbury Commons Condominium Trust, shall be enforceable solely by said Trustees, 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 Unit Owner shall be liable for any breach of provisions of this paragraph except such as occur during his or her ownership thereof.

14. **RIGHT OF FIRST REFUSAL**

Said Shrewsbury Commons Condominium Trust shall have a right of first refusal with respect to all sales of Condominium Units (except the initial sales thereby by the Declarant hereof), and to that end no Owner of any Unit shall sell or convey the same to any person other than a spouse or child of such owner unless:

- A. Said owner has received in writing a bona fide signed offer to purchase the same;
- B. Said owner has given the Trustees of Shrewsbury Commons Condominium Trust written notice stating the name and address of the offeror and the terms and conditions of said offer and the encumbrances subject to which the Unit is to be conveyed, and containing an offer by said owner to sell said Unit to the Trustees of Shrewsbury Commons Condominium Trust on the same terms and conditions as said bona fide offer.

In the event that said Trustees shall so elect to purchase, the Trustees shall so inform said Unit Owner by mailing to him by certified or registered mail an acceptance of his offer. Said action will take place within fifteen days from the date the Trustees have received said offer, and the deed shall be delivered to and the consideration therefor paid by the Trustees at the Worcester Registry of Deeds at 11:00 o'clock A.M. on the thirtieth day after the Trustees have mailed said notice to said Unit Owner, unless another time and place have been agreed to in writing. Said 30 day period shall be measured from the date stamped on the letter to the Unit Owner. If the Registry of Deeds is not open on said 30th day, the date for delivery will be the same time on the next day the Registry is open.

In the event that the Trustees shall elect not to purchase or waive their rights hereunder then the Clerk of the Board of Trustees shall, within 15 days of receipt of said offer or request, give to the Unit Owner a certificate to that effect in recordable form.

Upon receipt of said certificate or upon failure of the Board of Trustees to exercise their rights and obligations hereunder then that owner shall be free thereafter to sell and convey his Unit to the offeror named in said owner's notice at a price not lower than that specified therein, but that owner shall not sell or convey said Unit to any other person or any lower price without again offering the same to said Trustees.

The provisions of this paragraph shall not be construed to apply to bonafide mortgage of any Unit or to sales or other proceedings for the foreclosure thereof.

For purposes of this section, a lease or tenancy or occupancy agreement for a term of more than five (5) years shall be deemed to be a sale and said Shrewsbury Commons Condominium Trust shall have the right of first refusal with respect to any such lease, tenancy or occupancy exercisable in the manner aforesaid insofar as applicable.

The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units because of race, creed, color or national origin.

No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof.

15. ENCROACHMENT OF UNITS

A valid easement shall exist for an encroachment and for the maintenance of the same so long as the buildings shall stand if any portion of the common elements now encroaches on any Unit, or if any Unit now encroaches on any other Unit or any portion of the common elements, or if any such encroachment shall occur hereafter as a result of:

- A. Settling or shifting of a building;
- B. Alteration or repair to the common elements made by or with the consent of the Board of Trustees;
- C. As a result of repair or restoration of a building or a Unit after damage by fire or other casualty; or
- D. As a result of condemnation or eminent domain proceedings.

16. **RIGHT TO CHANGE OR ALTER INTERIOR OF UNITS**

- A. The Owners of any Unit may from time to time change the use and designation of any room or space within such Unit subject always to the provisions of Section 13 and may modify, remove, and install non-bearing walls lying wholly within such Unit providing that any and all such work shall be done in a good workmanlike manner pursuant to a building permit duly issued, building codes of the Town of Shrewsbury, and specifications which have been submitted to and approved by the Board of Trustees of the Shrewsbury Commons Condominium Trust, which approval shall not be unreasonably withheld or delayed.
- B. Decorative changes to the interior of any Unit not requiring a structural alteration such as painting or papering of wall surfaces, etc., may be accomplished from time to time as the Unit Owner sees fit.
- C. In the case of replacement of carpets and flooring, for soundproofing purposes all Units must have floor coverings of the same basic characteristics as those provided as standards by the Declarant. All replacement floor coverings must meet those standards or be approved in writing by the Board of Trustees.

17. **RIGHTS OF THE DECLARANT**

In addition to the Reservations of Declarant contained in Declaration of Easements and Reservations, Declarant reserves the following rights:

- A. To amend this Master Deed from time to time in order to alter the lot lines of said Condominium so as to enlarge the Condominium, by including therein some or all parcels of land now owned by the Declarant, being parts or all of Lots E, F, and H and shown on Exhibit 3 and buildings existing on said parcels or which may be erected thereon:

The Declarant intends, but is not bound, to add Parcels II thru VI as shown on Exhibit 3 in sequence or otherwise, either singly or in groups.

If the Declarant adds parcels individually, he retains the right to alter type, mix, style, and number of units within any parcel as market conditions dictate, so long as the aggregate percentage of interest of that parcel remains unchanged. Declarant hereby reserves to self, successors and assigns, all right title and interest in and to the individual Units within buildings so added.

- B. To locate and build such amenities as Declarant deems necessary or suitable (such as swimming pool, tennis courts, and clubhouse) on any land within the Condominium or any undeveloped parcel that Declarant deems suitable for the benefit of the entire Condominium.
- C. To transfer to the Condominium, at no cost to the Unit Owners and at such time as the Declarant deems reasonable, ownership of such recreational facilities as may be built;
- D. To retain, at the time of said transfer of ownership, the right to use said recreational facilities for the benefit of all Declarant's parcels shown on Exhibit 3;

- E. To assign in the Unit Deed exclusive rights to use parking spaces and storage cubicles, balconies, patios, attic areas, garages, and such other areas as Declarant deems necessary or advisable to ensure the privacy and enjoyment of the Unit Owners.

18. RIGHTS AND OBLIGATIONS OF CONDOMINIUM

The Condominium has the use of roads, sewers and other utilities that are shared in common with the abutting apartment complex, known as Shrewsbury Commons. The Unit Owners agree to pay their proportional share of the cost of maintenance and upkeep of these facilities.

This share will be prorated on the basis of the relative number of units sharing the facility, roadway, etc., and in the case of the Condominium this share will be deemed as a common expense. (For example, with 240 Units in the apartment complex 60 Units in the Condominium, the Condominium's share of the expenses would be 60/300 or 20%).

The Condominium is subject to and has the benefit of the rights and easements set forth in Exhibit 7.

The Units and common areas and facilities, and the Unit Owners and Trustees of the Shrewsbury Commons Condominium Trust shall have the Benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said Declaration of Trust of the Shrewsbury Commons Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

19. RECREATIONAL FACILITIES

The Declarant intends to build recreational facilities on land now owned by the Declarant and adjoining the Condominium. The Declarant will convey title to said recreational facilities to the Condominium (pursuant to the provisions of Section 17 and other provisions hereof.) Until such time as these facilities are conveyed to the Condominium, the expenses of ownership, maintenance and operation of these recreational facilities, and those expenses which pertain to all of the Condominium so developed (including, without limitation, security, snow removal, landscaping, gardening, painting, and road and utility line maintenance) shall be deemed common expenses of the Condominium. The Declarant shall initially establish such common expenses (which may vary as development progresses) and, until completion of development of the entire tract, shall charge such expenses monthly in advance. Failure of any Unit Owner to pay timely his assessed share of all expenses described herein shall, in addition to his liability hereunder, automatically result in the prohibition of said Unit Owner, family members, and guests from the use of any of the recreational facilities until such time as all of such assessed expenses are paid in full. In addition, fines may be levied against defaulting Unit Owners to defray the added costs occasioned by such default.

In the event that the Declarant exercises his right to create individual Condominiums on Parcels 2 through 6 or any combination of such, then, subject to the provision of Section 17, the Declarant intends to convey said recreational facilities to an entity holding same for the benefit of all such Condominiums. At the time of transfer of the recreational facilities there shall be established by all of the Condominiums a Recreational Facilities Management Board consisting of the President of each Condominium plus a representative of the Declarant. It shall be the function of such Board, acting by majority vote, to control the recreational facilities and administer and collect all common expenses and assessments referred to above. Upon the establishment of the above Board and such assent thereto in writing by all Condominiums as may be approved by the Declarant's counsel, or upon the creation of any alternative plan for the assumption and administration of the recreational facilities and the areas and expenses common to all Condominiums, which plan is assented to in writing by all Condominiums and by the Declarant (whose assent shall not be withheld unreasonably), the Declarant shall resign from the Board and convey the recreational facilities and remaining common areas to an entity created by the Board (or other managerial body established pursuant to any alternative plan) for the purpose of holding title thereto, and thereupon Declarant shall have no further obligations whatsoever with respect to such common areas or recreational facilities. If no plan of administration is assented to or established within three months after the date of completion of development of the entire tract established by a certificate of the Architect or the written statement of the Declarant to such effect, delivered to the Clerk of the Board of Trustees, then Declarant may, at his option, either:

- A. Rent the recreational facilities to the Condominiums at a rental then to be negotiated between the parties, with no obligation for Declarant to maintain the common areas and roads or defray expenses of security, maintenance, landscaping, snow removal and the like for the Condominiums.
- B. Convey all of the remaining common areas and recreational facilities described therein to all of the Condominiums as joint tenants, the recording of a deed to such effect to be conclusive evidence or the acceptance thereof by all Condominiums, or
- C. Take such other action as in its sole opinion shall be effective to divest itself of ownership and legal responsibility for the above-described common areas and recreational facilities.

Any deed to such areas and facilities may contain reservations of easements and restrictions running in favor of Declarant for the benefit of its remaining land, and such other provisions as may be required by Declarant's counsel in the exercise of its reasonable judgment.

20. AMENDMENT OF MASTER DEED

This Master Deed may be amended by an instrument in writing:

- A. Upon affirmative vote of Owners of Units entitled to seventy-five percent or more of the undivided interests in the common areas and facilities; which vote will be cast in person or by proxy at a meeting duly held in accordance with the By-Laws of the Declaration of Trust;
- B. Signed by a majority of the Trustees of Shrewsbury Commons Condominium Trust so certifying; and
- C. Duly recorded with the Worcester County Registry of Deeds;

PROVIDED HOWEVER, THAT:

- A. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the unit so altered;
- B. Nothing contained in this section shall be deemed or construed to vitiate or impair the rights reserved to the Declarant in and by any provisions of this Master Deed or of the Declaration of Trust of Shrewsbury Commons Condominium.

21. WAIVER

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

22. INVALIDITY

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

23. CAPTIONS

Captions of clauses of this Master Deed are for the convenience of the reader only and in no way are intended to define, restrict, or limit the scope of that particular section.

24. DEFINITIONS

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A have the same meanings herein as set forth in said Section 1.

EXECUTED AND SEALED on the day and year first above written.

CORCORAN-DARMAN SHREWSBURY CONDOMINIUM
ASSOCIATES

Co-Partner

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

January , 1974

Then personally appeared the above named
Co-Partners as aforesaid, and acknowledged the
foregoing instrument to be their free act and deed as Co-Partners, before me,

Notary Public

My commission expires

EXHIBIT I

DESCRIPTION OF THE PREMISES

The land with the buildings thereon situated in Shrewsbury, Worcester County, Massachusetts, shown as Lot G on plan of land entitled "Subdivision Plan of Land in Shrewsbury, Mass." dated December 5, 1973, James W. Haley, Reg. Land Surveyor, to be recorded herewith as Exhibit 2, Said Lot G is bounded and described according to said plan as follows:

SOUTHEASTERLY by Hartford Turnpike (Route 20), 134.20 feet,
SOUTHWESTERLY by a portion of Lot H by two lines together measuring 398.30 feet,
NORTHWESTERLY by a portion of Lot H 258.35 feet,
SOUTHWESTERLY by a portion of Lot H 215.62 feet,
WESTERLY by land of Corcoran-Darman Shrewsbury Trust by a curved line measuring 398.30 feet
NORTHWESTERLY by a portion of Lot F, 256.58 feet,
NORTHEASTERLY by a portion of Lot F, 403.46 feet,
SOUTHEASTERLY by a portion of Lot F, 568.41 feet,
NORTHEASTERLY by a portion of Lot F, 170.98 feet,

Containing 5.84 acres, more or less, as shown on said plan.

Said Lot G is subject to easements set forth in:

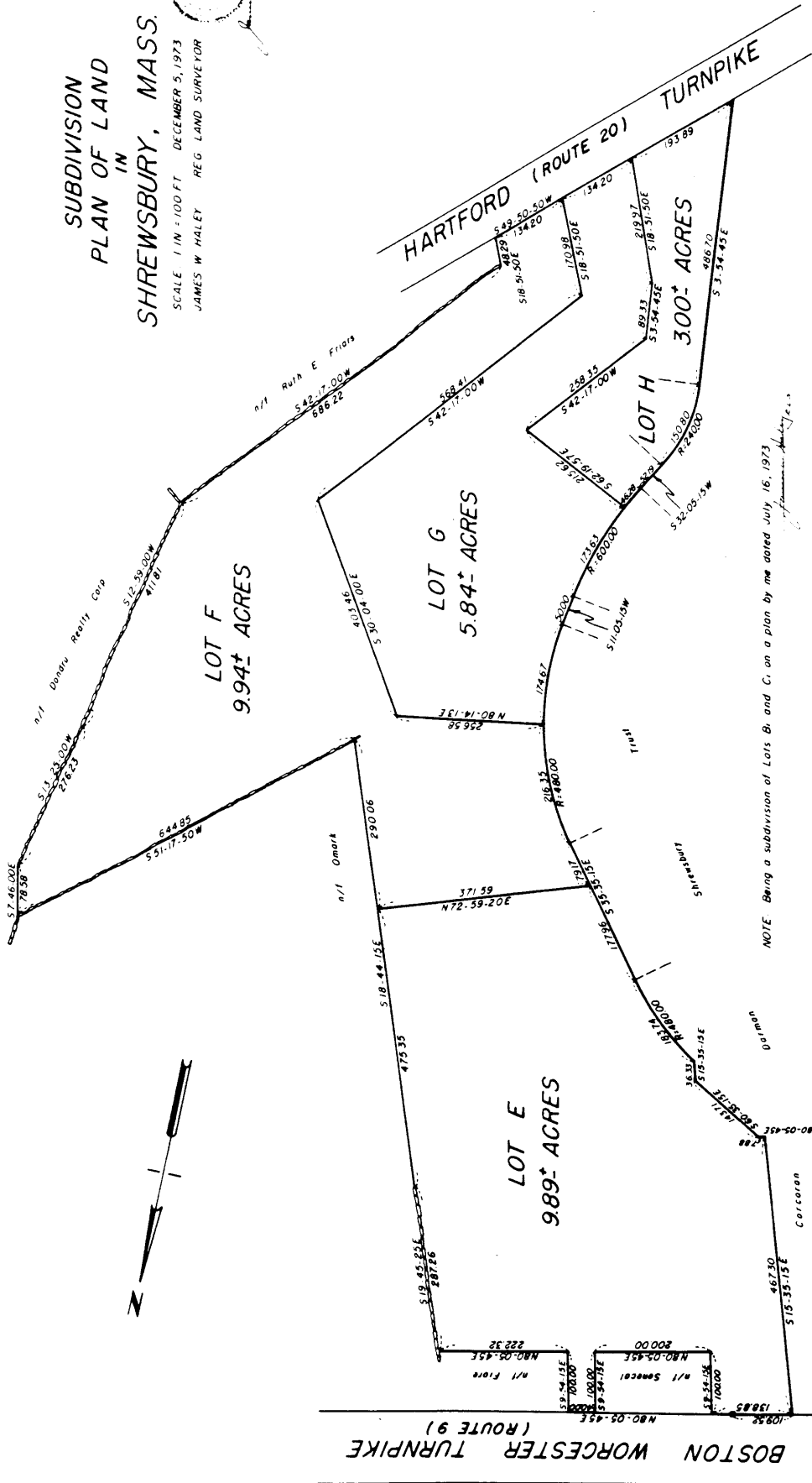
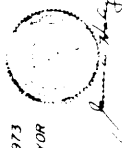
A Mortgage to The Boston Five Cents Savings Bank dated July 31, 1973, recorded in Worcester County Registry of Deeds in Book , Page

Said Lot G is also subject to provisions of the Shrewsbury Commons Condominium Documents including the Declaration of Easements and Reservations to be recorded herewith.

For reference to title see Worcester County Registry of Deeds, Book , Page

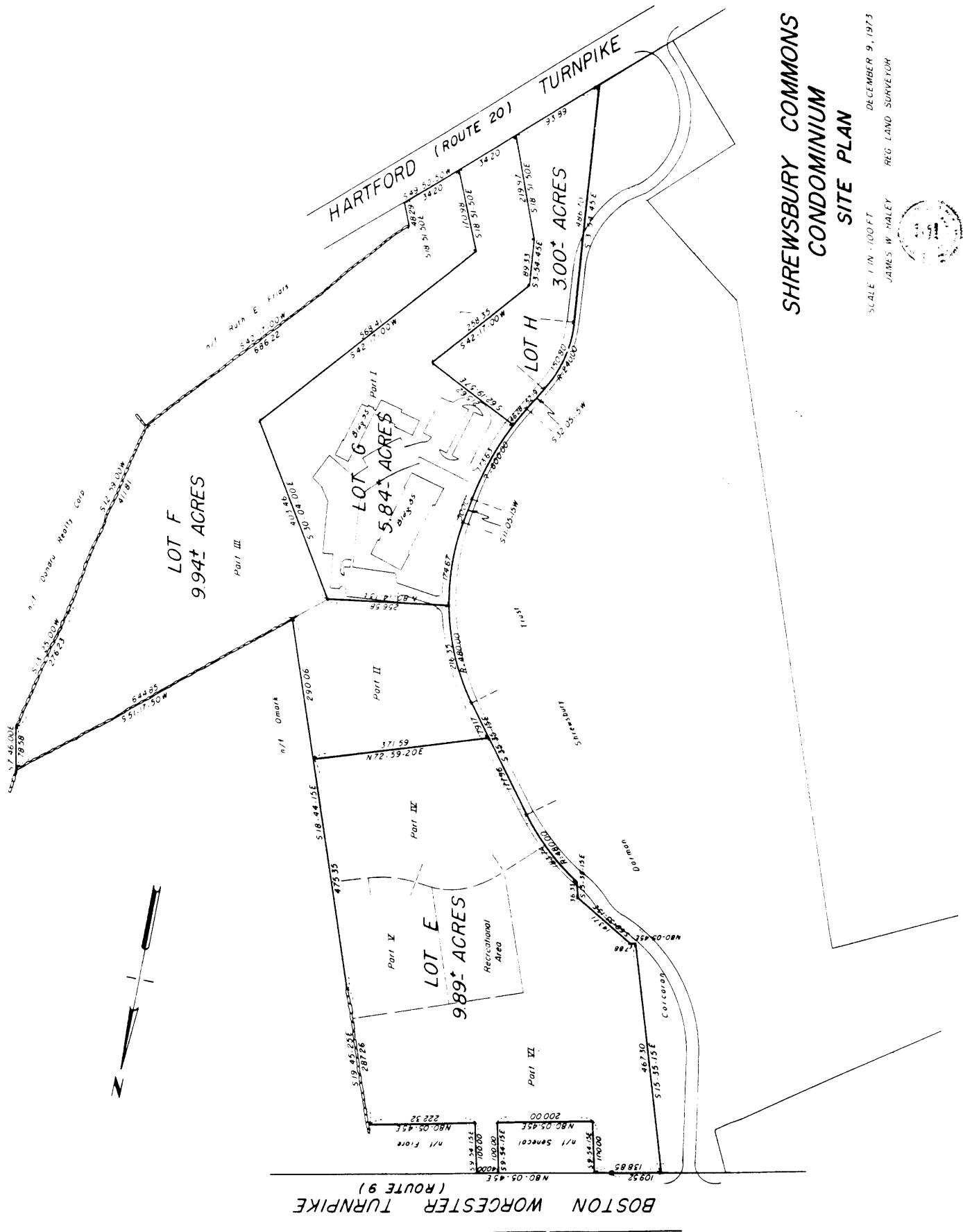
SUBDIVISION
PLAN OF LAND
IN
SHREWSBURY, MASS.

SCALE 1 IN = 100 FT DECEMBER 5, 1973
JAMES W. MALEY REG. LAND SURVEYOR



SHREWSBURY COMMONS
CONDOMINIUM
SITE PLAN

SCALE 1 IN = 100 FT
DECEMBER 9, 1973
JAMES W. HALEY
REG. LAND SURVEYOR



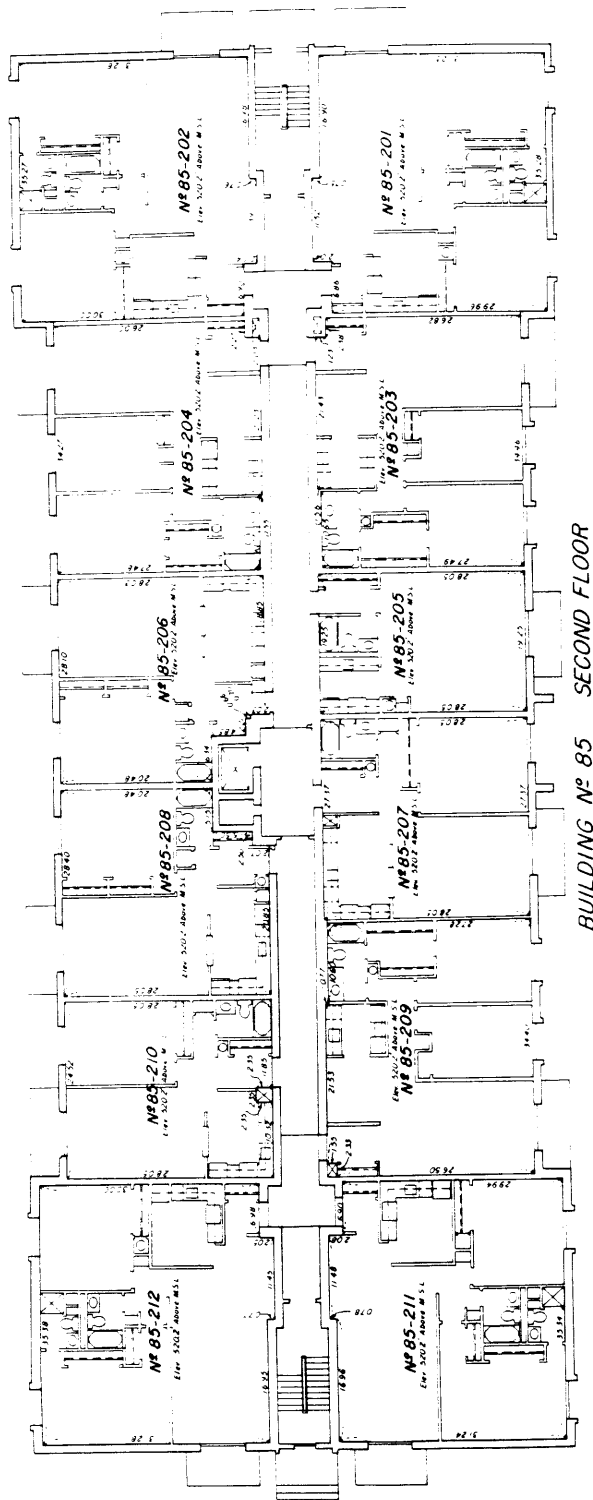
SHEET 1 OF 2
SHEETS

I hereby certify that this plan fully and accurately depicts
the layout and dimensions of the units on this floor.

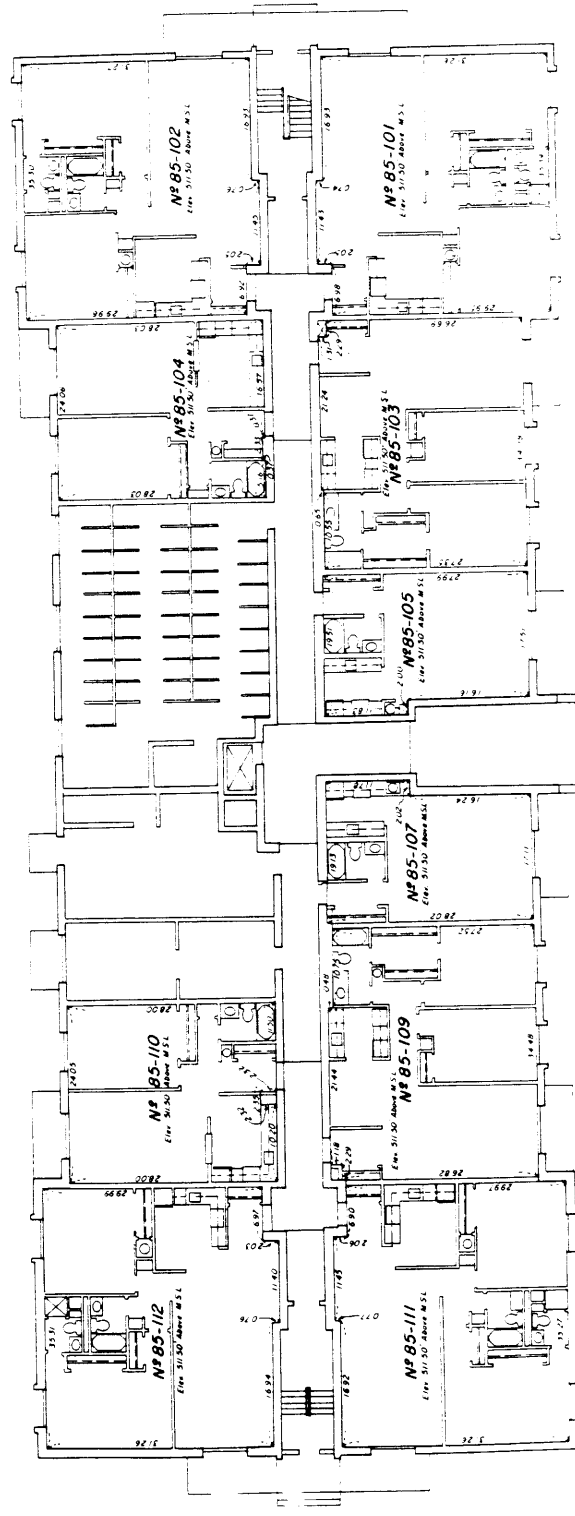
James W. Healey
1000 WASHINGTON ST., BOSTON, MASS.

**SHREWSBURY COMMONS
CONDOMINIUM
BUILDING N° 85
SHREWSBURY, MASS.**

SCALE 1/8" = 1'-0"
JAMES W. HEALEY
CIVIL ENGINEER
MEMBER N. E. C. E.



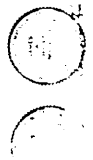
BUILDING N° 85 SECOND FLOOR



BUILDING N° 85 FIRST FLOOR

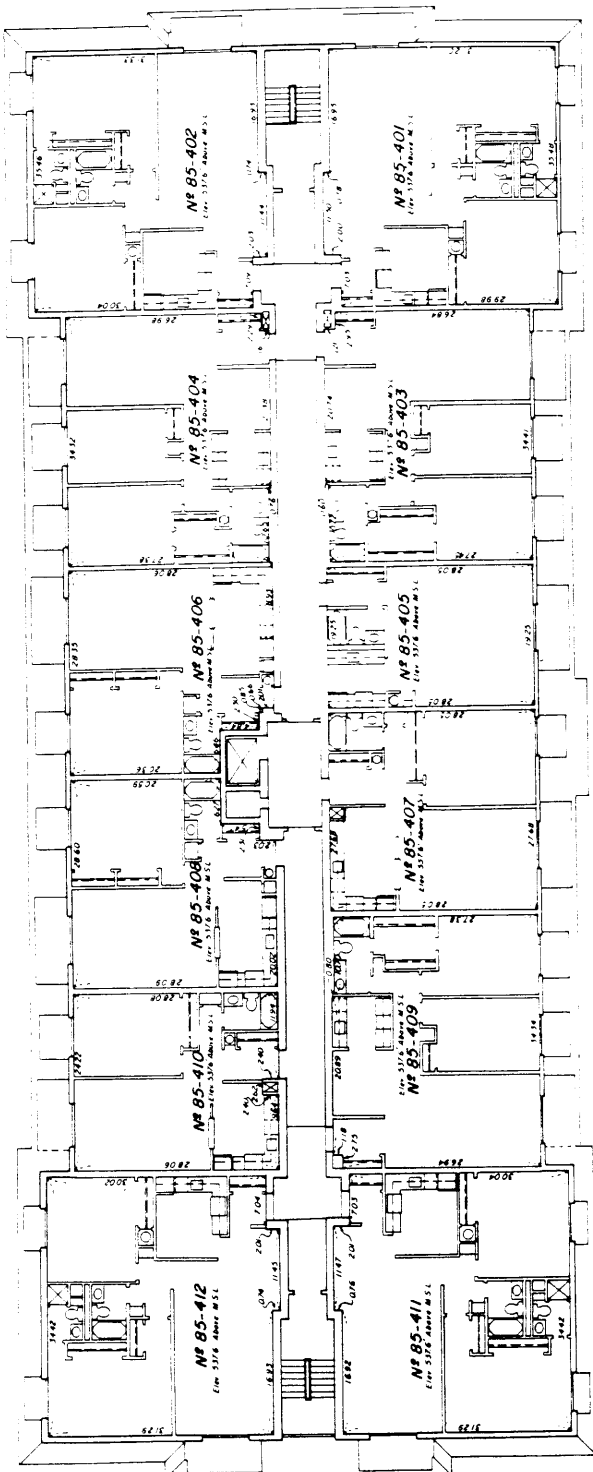
**SHREWSBURY COMMONS
CONDOMINIUM
BUILDING N° 85
SHREWSBURY, MASS.**

NOVEMBER 14, 1973
JAMES W. HALEY
CIVIL ENGINEER

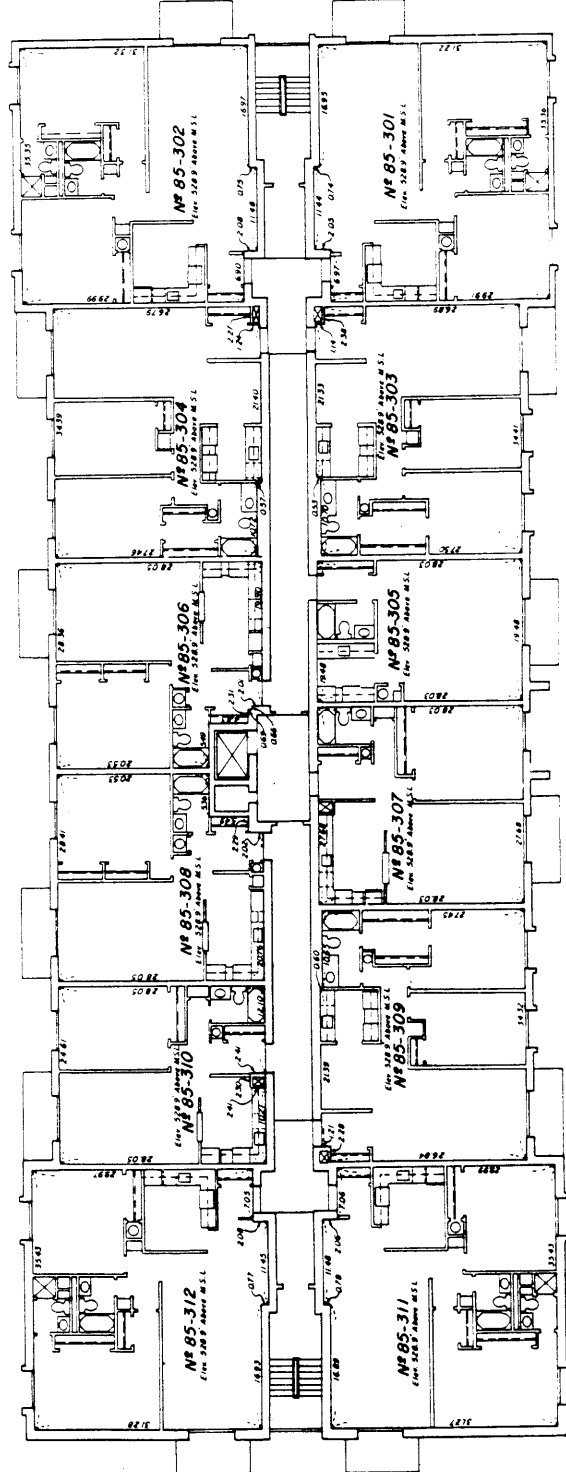


I hereby certify that this plan fairly and accurately depicts
the layout and dimensions of the units as built.

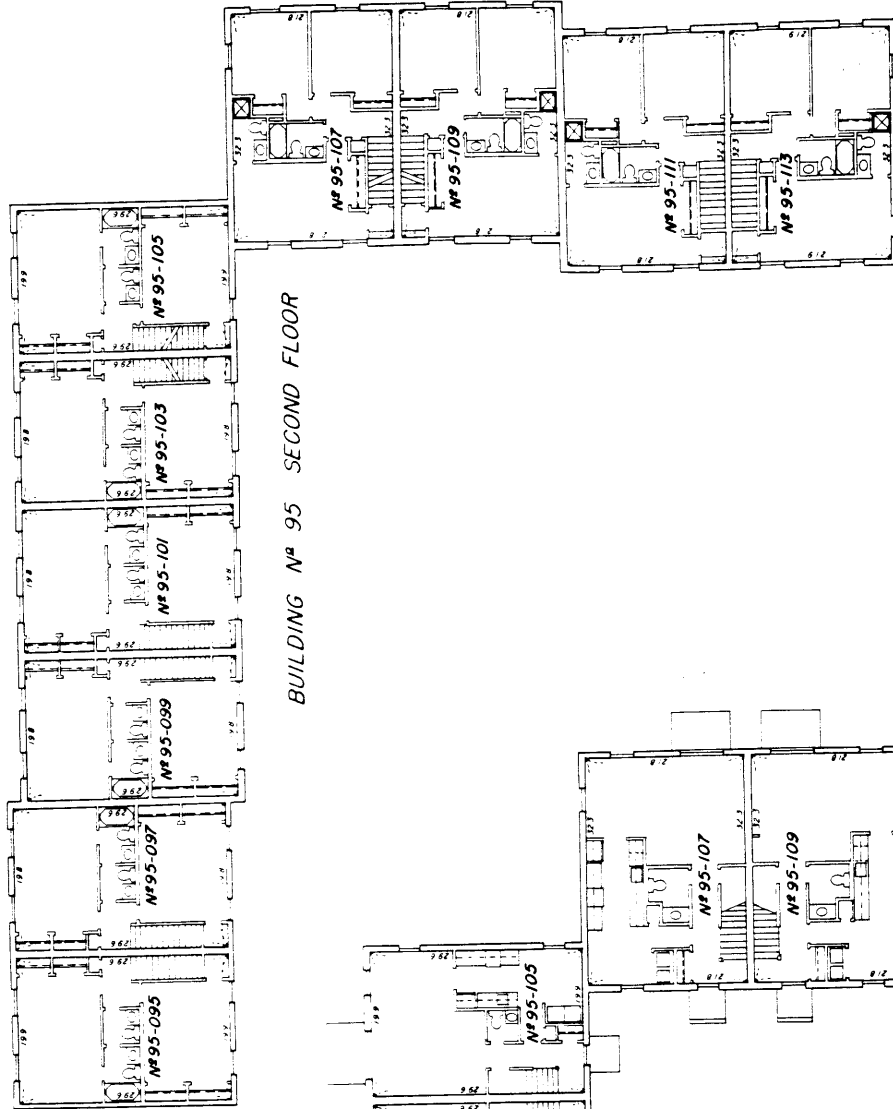
James W. Haley, C.E.
100 Weston St., Canton, Mass.



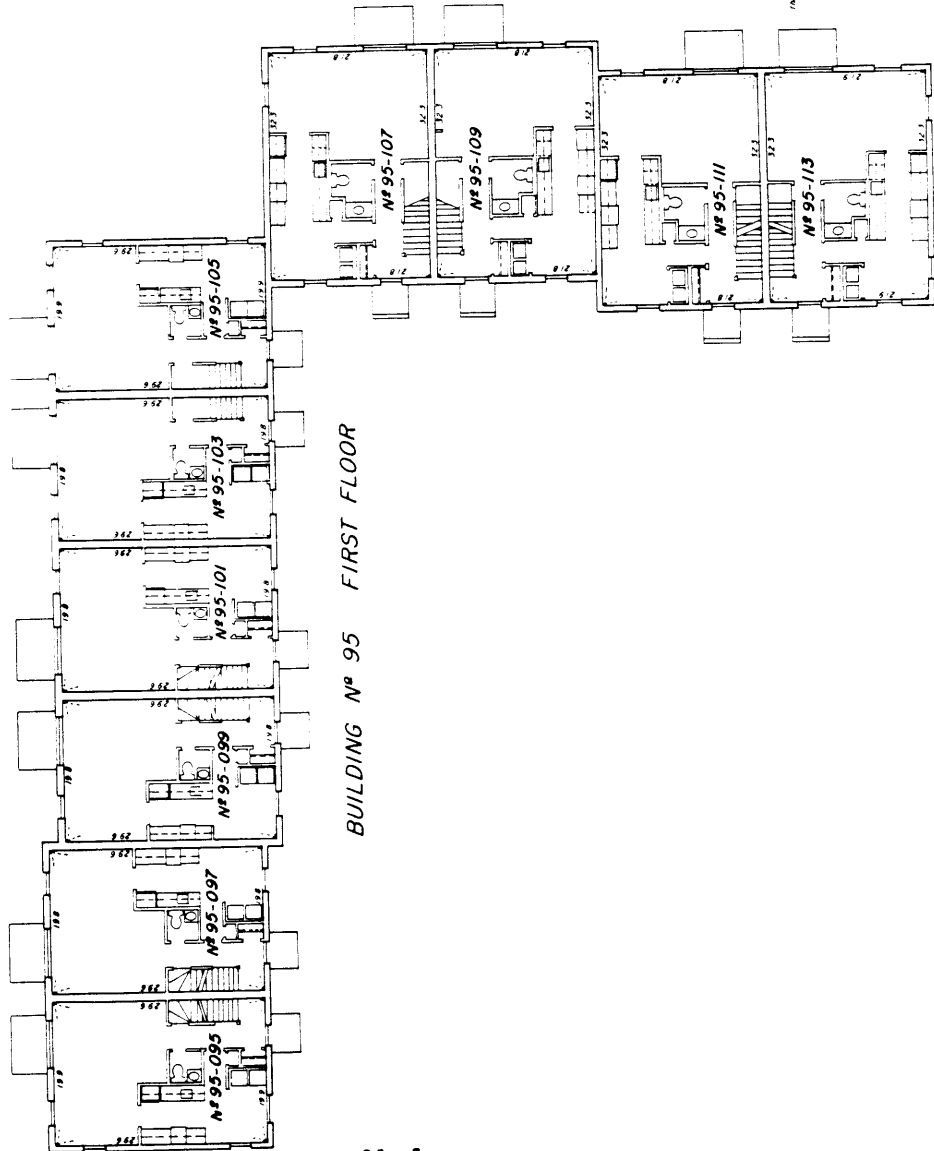
BUILDING N° 85 FOURTH FLOOR



BUILDING N° 85 THIRD FLOOR



BUILDING N# 95 SECOND FLOOR



BUILDING N# 95 FIRST FLOOR

SHREWSBURY COMMONS
 CONDOMINIUM
 BUILDING N# 95
 SHREWSBURY, MASS.

SCALE 1/8" = 1'-0"
 DECEMBER 10, 1973

JAMES W. HALEY

CIVIL ENGINEER



I hereby certify that this plan fully and accurately depicts
 the layout and dimensions of the units as built.

James W. Haley, C.E.
 100 Maple St., Canton, Mass.

UNIT	NAME	DESCRIPTION	LOCATION	
85-101	Oxford	2 Bedroom 2 Bath	85 Shrewsbury Commons Drive – 1st Level	
85-102	Oxford	2 Bedroom 2 Bath		
85-103	Webster	2 Bedroom 1 Bath		
85-104	Linwood	1 Bedroom 1 Bath		
85-105	Stow B	Studio		
85-107	Stow B	Studio		
85-109	Webster	2 Bedroom 1 Bath		
85-110	Linwood	1 Bedroom 1 Bath		
85-111	Oxford	2 Bedroom 2 Bath		
85-112	Oxford	2 Bedroom 2 Bath		
85-201	Oxford	2 Bedroom 2 Bath		85 Shrewsbury Commons Drive – 2nd Level
85-202	Oxford	2 Bedroom 2 Bath		
85-203	Webster	2 Bedroom 1 Bath		
85-204	Webster	2 Bedroom 1 Bath		
85-205	Stow A	Studio		
85-206	Lancaster	1 Bedroom 1 Bath		
85-207	Paxton	1 Bedroom 1 Bath		
85-208	Lancaster	1 Bedroom 1 Bath		
85-209	Webster	2 Bedroom 1 Bath		
85-210	Linwood	1 Bedroom 1 Bath		
85-211	Oxford	2 Bedroom 2 Bath		
85-212	Oxford	2 Bedroom 2 Bath		
85-301	Oxford	2 Bedroom 2 Bath	85 Shrewsbury Commons Drive – 3rd Level	
85-302	Oxford	2 Bedroom 2 Bath		
85-303	Webster	2 Bedroom 1 Bath		
85-304	Webster	2 Bedroom 1 Bath		
85-305	Stow A	Studio		
85-306	Lancaster	1 Bedroom 1 Bath		
85-307	Paxton	1 Bedroom 1 Bath		
85-308	Lancaster	1 Bedroom 1 Bath		
85-309	Webster	2 Bedroom 1 Bath		
85-310	Linwood	1 Bedroom 1 Bath		
85-311	Oxford	2 Bedroom 2 Bath		
85-312	Oxford	2 Bedroom 2 Bath		
85-401	Oxford	2 Bedroom 2 Bath	85 Shrewsbury Commons Drive – 4th Level	
85-402	Oxford	2 Bedroom 2 Bath		
85-403	Webster	2 Bedroom 1 Bath		
85-404	Webster	2 Bedroom 1 Bath		
85-405	Stow A	Studio		
85-406	Lancaster	1 Bedroom 1 Bath		
85-407	Paxton	1 Bedroom 1 Bath		
85-408	Lancaster	1 Bedroom 1 Bath		
85-409	Webster	2 Bedroom 1 Bath		
85-410	Linwood	1 Bedroom 1 Bath		
85-411	Oxford	2 Bedroom 2 Bath		
85-412	Oxford	2 Bedroom 2 Bath		
95-095	Spencer	Townhouse 2 Bedrooms with Basement	95 Shrewsbury Commons Drive	
95-097	Spencer	Townhouse 2 Bedrooms with Basement	97 Shrewsbury Commons Drive	
95-099	Spencer	Townhouse 2 Bedrooms with Basement	99 Shrewsbury Commons Drive	
95-101	Spencer	Townhouse 2 Bedrooms with Basement	101 Shrewsbury Commons Drive	
95-103	Spencer	Townhouse 2 Bedrooms with Attic	103 Shrewsbury Commons Drive	
95-105	Spencer	Townhouse 2 Bedrooms with Attic	105 Shrewsbury Commons Drive	
95-107	Sterling	Townhouse 3 Bedrooms with Attic	107 Shrewsbury Commons Drive	
95-109	Sterling	Townhouse 3 Bedrooms with Attic	109 Shrewsbury Commons Drive	
95-111	Sterling	Townhouse 3 Bedrooms with Basement	111 Shrewsbury Commons Drive	
95-113	Sterling	Townhouse 3 Bedrooms with Basement	113 Shrewsbury Commons Drive	

Unit	Approx. Area S.F.	Part I	If Parts I & II	If Parts I-III	If Parts I-IV	If Parts I-IV	If Parts I-V	If Parts I-VI	If Parts I-IV & VI	If Parts I-III & VI	If Parts I-III & IV	If Parts I-VI
Oxford	1,134	1.924710	1.042465	.801528	.609275	.487183	.401820	.481382	.401820	.593938	.481382	.401820
Webster	898	1.726578	0.935153	.719017	.546556	.437032	.360456	.431828	.360456	.532798	.431828	.360456
Paxton	793	1.443533	0.781849	.601146	.456956	.365387	.301365	.361036	.301365	.445454	.361036	.301365
Lancaster	773	1.386923	0.751188	.577571	.439037	.351058	.289547	.346878	.289547	.427985	.346878	.289547
Linwood	717	1.330314	0.720527	.553997	.421117	.336729	.277729	.332720	.277729	.410516	.332720	.277729
Slow A	567	1.188791	0.643876	.495061	.376317	.300907	.248183	.297324	.248183	.366844	.297324	.248183
Slow B	529	1.132183	0.613215	.471487	.358397	.286578	.236365	.283166	.236365	.349375	.283166	.236365
Townhouses												
95 2BR-B Spencer	1,275	2.439853	1.321478	1.016054	.772346	.617576	.509366	.610222	.509366	.752904	.610222	.509366
97 2BR-B Spencer	1,275	2.383244	1.290817	.992480	.754426	.603247	.497548	.596064	.497548	.735435	.596064	.497548
99 2BR-B Spencer	1,275	2.383244	1.290817	.992480	.754426	.603247	.497548	.596064	.497548	.735435	.596064	.497548
101 2BR-B Spencer	1,275	2.383244	1.290817	.992480	.754426	.603247	.497548	.596064	.497548	.735435	.596064	.497548
103 2BR-A Spencer	1,275	2.213416	1.198835	.921757	.700667	.560260	.462093	.553589	.462093	.683029	.553589	.462093
105 2BR-A Spencer	1,275	2.270025	1.229496	.945331	.718586	.574589	.473911	.567747	.473911	.700498	.567747	.473911
107 3BR-A Sterling	1,534	2.439853	1.321478	1.016054	.772346	.617576	.509366	.610222	.509366	.752904	.610222	.509366
109 3BR-A Sterling	1,534	2.383244	1.290817	.992480	.754426	.603247	.497548	.596064	.497548	.735435	.596064	.497548
111 3BR-B Sterling	1,534	2.553071	1.382799	1.063203	.808186	.646234	.533002	.6358539	.533002	.787841	.638539	.533002
113 3BR-B Sterling	1,534	2.609680	1.413460	1.086777	.826106	.660563	.544821	.652697	.544821	.805311	.652697	.544821
Garages		0.169827	0.091982	.070723	.053760	.042987	.035455	.042475	.035455	.052406	.042475	.035455

DECLARATION OF EASEMENTS AND RESERVATIONS
OF
SHREWSBURY COMMONS CONDOMINIUM

Declaration made this 28th day of January, 1974, by John M. Corcoran, P. Leo Corcoran and Edward Darman, Co-Partners of the Corcoran-Darman Shrewsbury Condominium Association (hereinafter called "Declarant").

Witnesseth

Whereas Declarant is the owner of all of the real property situated in the Town of Shrewsbury, Worcester County, Massachusetts, shown on plan entitled "Plan of Land in Shrewsbury, Mass., Shrewsbury Commons", dated July 25, 1972, James W. Haley R. L. S., recorded in Worcester Registry of Deeds in Plan Book 367, Plan 64 and

Whereas Declarant has this date above written submitted Lot G shown on plan entitled "Subdivision Plan of Land in Shrewsbury, Mass." dated December 5, 1973, James W. Haley, Registered Land Surveyor, which plan is to be recorded herewith, to provisions of Massachusetts General Laws, Chapter 183A, and

Whereas Declarant desires to retain certain rights over Lot G and so much of Declarant's remaining land as is later included within that Condominium (hereinafter referred to in its entirety as "Condominium Land");

Now Therefore

For the benefit of all of Declarants' remaining land as shown on said plan, dated July 25, 1972, Declarant hereby reserves the following rights over "Condominium Land" in addition to rights reserved in said Master Deed.

(1) from time to time to enter upon said Condominium Land for the purpose of constructing, enlarging, repairing, maintaining, relocating and connecting utility lines located on Declarant's remaining property with any utility lines whether above or below ground including water, sewers, drainage lines, conduits, and pipes located on said Condominium Land;

(2) a right of way, unlimited as to burdens and extent of use, for ingress and egress, by vehicle or on foot or otherwise, in, to, upon or over the driveways, parking lots, and walks located on said remaining land with other driveways, walks, and parking lots located on said Condominium Land, and to construct on said Condominium Land such further amenities as Declarant deems necessary or advisable;

(3) to use so much of the "Road" shown on plan entitled Shrewsbury Commons Condominium, Shrewsbury, Mass., Master Plan, dated December 7, 1973, to be recorded herewith as is from time to time included within the "Condominium Area" in common with the Unit Owners of the Condominium, for all purposes for which streets and ways are commonly used in the Town of Shrewsbury.

Declarant hereby grants to the Unit Owners of the Condominium and their guests and invitees, the right to use, in common with the Declarant and Declarants' assigns the "Road" as shown on said plan dated December 7, 1973, for all purposes for which streets and ways are commonly used in the Town of Shrewsbury.

Declarant also hereby grants to the Unit Owners the right to use, in common with others lawfully entitled thereto, such water, sewer and utility lines as may now or in the future be located on Declarants remaining land which are necessary to service the Condominium Land.

The provisions of this Declaration may be abrogated, modified, rescinded or amended, in whole or in part by the Board of Trustees of the Shrewsbury Commons Condominium Trust by amendment in writing executed by all said Trustees, and duly recorded in Worcester County Registry of Deeds.

The terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the Declarant and Unit Owners and their respective executors, administrators, legal representatives, successors and assigns.

WITNESS the execution hereof under seal this _____ day of _____
1974.

Co-Partners as aforesaid

