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MASTER DEED

THE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM

1227

Stagecoach Heights Realty LLC, a Massachusetts Limited Liability Company acting as a Limited Dividend Organization, having its principal place of business in Ashland, Massachusetts (hereinafter "Developer") being sole owner of the land in Hopkinton, Middlesex County, Massachusetts, described in Schedule A, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does state hereby that it proposes to create, and does create hereby, with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end it declares and provides hereby as follows:

1. Name of the Condominium and the Unit Owner's Organization: The Condominium is to be known as The Village at Stagecoach Heights Condominium (hereinafter "Condominium"). An organization of Unit Owners, through which the Unit Owners shall manage and regulate the Condominium, has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the organization is The Village at Stagecoach Heights Condominium Trust (hereinafter "Trust") and its present address is 290 Eliot Street, Ashland, Massachusetts. A change in the mailing address of the Trust subsequent to the recording of the Master Deed shall be stated in a Certificate signed and acknowledged by at least one (1) Trustee appearing of record or by a vote of the Unit Owners and signed and acknowledged by one of them, and such Certificate of Vote shall be recorded in the Middlesex South Registry of Deeds.

Any person or party may rely in good faith upon the Master Deed, Declaration of Trust, or the most recently recorded Certificate of Vote as to the names of the Trustees, and the address of the Trust. Notices under M.G.L., c. 183A, sent in writing to the address listed in the Master Deed, Declaration of Trust, or the most recently recorded Certificate of Vote, if relied upon in good faith,

Return to:
Paul J. Beattie, Esquire
FRE Building Co., Inc.
290 Eliot Street
Ashland, MA 01721

WOOD STREET, HOPKINTON, MA

PLAN 1059 of 2006

SEE PLAN NO.

shall be deemed sufficiently given; provided, however, that the person or entity sending the notice has complied with other requirements, if any, of M.G.L., c.183A;

The names of the Trustees of said Trust and their terms of office, appointed by the Developer for such terms, are:

<u>Name</u>	<u>Term</u>
Lawrence J. Doane	Until 100% of the units in all phases of the Condominium are sold;
Richard E. Terrill	Until 75% of the units in all phases of the Condominium are sold or five (5) years after the first unit in the condominium is conveyed whichever is the earlier date;
Paul J. Beattie	Until 50% of the units in all phases of the Condominium are sold or five (5) years after the first unit in the condominium is conveyed whichever is the earlier date;

The Term of any Trustee not appointed by the Developer shall be for a (3) three year term.

2. Description of the Land: The premises which constitute the Condominium comprise a certain tract of land with the buildings thereon, situated in the Town of Hopkinton, Middlesex County, Massachusetts, shown on the As-Built Plan recorded herewith, and described more particularly in Schedule A attached hereto. Said land, buildings and improvements are subject to and have the benefits of the easements, encumbrances, restrictions and appurtenant rights set forth and contained in Schedule A and in the Declaration of Easements made by the Developer of even date and recorded herewith.

3. Declarant's Commitment to Phased Development: Developer intends to develop the condominium in stages herein referred to as phases. The land together with the buildings and improvements constructed thereon shown on the As-Built Plan as Phase I, with 3 Buildings containing 12 dwelling units in total shall be known as Phase I and shall constitute the first phase of the Condominium.

The additional land for the condominium, if added, in total consists of the remainder of the 30.73 acre tract of land off Wood Street shown on a Plan entitled Plan of Land in Hopkinton, Mass. Fafard Real Estate and Development Corp., Scale: 80 to an Inch, Date: February 24, 2004 recorded with the Middlesex South Registry of Deeds as Plan 241 of 2004.

The buildings for Phase II through the completion or the termination of the Condominium shall be constructed on a portion of the land shown on the above-mentioned Plan. Additional phases may also be added. Phase II shall contain 12 dwelling units, Phase III shall contain 12 units, and Phases IV shall contain 8 units. If all the Phases are added to the Condominium in their entirety, the Condominium will consist in total of 44 dwelling units. The Developer need not build or establish any additional Phase as part of this Condominium.

The Developer anticipates amending the Master Deed to add the additional phases above described in the numerical order set forth above and on Schedule D hereof. Further, the Developer anticipates amending the Master Deed to add Phases to the Condominium as whole Phases, however, circumstances may necessitate that the Developer amend the Master Deed to divide a Phase into two or more Sub-phases, to add two phases to the Condominium in one Amendment or to add phases in order other than those set forth above and in Schedule D herein. Upon each Amendment of this Master Deed in accordance with the provisions of Sections 3, 7 and 19(A)6, the percentage interests of the Units of Phase I as described in Schedule D in the Common Elements of the Condominium shall be as set forth in Schedule D hereof.

The percentage interests of the Units to become part of the Condominium by each Amendment of this Master Deed shall be set forth in each such Amendment to the Master Deed, which Amendment will also set forth the percentage interests in the Common Elements which such Units shall have upon the addition of subsequent phases of the Condominium by subsequent amendments to this Master Deed. If the Developer chooses to add phases to the Condominium in sequence other than as set forth in Schedule D hereof, the percentage interests in the Common Elements shall be adjusted in accordance with the relative effectiveness of the apportionment established by Schedule D hereof. Developer shall add language in each unit deed

which shall state that as each phase is added to the condominium the unit owner's percentage interest shall decrease as described above.

Certain portions of the land of future additional Phases may have been declared part of the Common Elements prior to the construction of the Buildings of such Phase. With respect to any portion of the land of any Phase which has been made part of the Condominium prior to the construction of the Buildings of said Phase and the recording of the Amendment to the Master Deed in accordance with the provisions of this Section 3, the Developer reserves the right to build on such land one or more of the Buildings of said additional Phase. Thus, the land, although part of the Common Elements of the Condominium in accordance with the terms hereof, may be utilized for the construction of the Buildings, and the common elements appurtenant thereto, of additional Phases if said Phases are so constructed. Nothing contained herein or in future Amendments shall be held to limit or restrict said reserved rights.

By acceptance of a unit deed in The Village at Stagecoach Heights Condominium, the unit owner(s) thereby consent to later construction in the condominium, the addition of future phases, parts thereof, and units and the alteration of his/her/its interest in the common areas which will result, (hereinafter "related activity") and, further, the unit owner(s) appoint the developer and its successors in interest to execute the proper documents necessary for such additional phasing, and related activity including but not limited to, a Power of Attorney and a Power, coupled with an Interest to execute such additional phasing documents and related activity.

The Developer, for itself, its successors and assigns hereby reserves the right and easement to enter onto the land and construct on or in said land the remaining buildings and units of the condominium along with all improvements, utility lines, driveways, wires, pipes, conduits, sewers, walkways, and drainage lines to service the dwelling units constructed on the land described in Schedule A. Said reserved right and easement include the right of the Developer to use the land for the purpose of the transportation of construction materials for use in the construction and development of the land described in Schedule A. Said reserved right and easement include the right to connect with, make use of, and repair and replace underground

utility lines, pipes, conduits, sewers and drainage lines which may from time to time be located in or upon the driveways or other areas shown as utility or drainage easements on the As-Built Plan, with the right to enter upon said areas for purposes of exercising the rights herein reserved; provided that all damage caused by the exercise of such rights is repaired promptly including without limitation the restoration of all surface areas to their condition immediately prior to such exercise.

Upon recording of the Amendment to this Master Deed by the Developer together with the accompanying site plan and as-built plans, other residential Units located in the Buildings of said additional Phases shall become Units of this Condominium, and the Common Elements of this Condominium a) shall include the land described in said Amendment, to the extent that the land had not been prior thereto made part of the Common Elements of the Condominium, and b) shall be the same elements and parts of the Buildings as are described hereinafter in Section 6 as comprising Common Elements of the Condominium.

Future improvement in phases and sub-phases added after Phase I shall be consistent with the improvements in Phase I, in structure, type and quality of construction and such improvements shall be substantially completed prior to the addition of any such phases or subphases.

The Unit Owner's interest in each phase or sub phase shall be held in fee simple.

4. Description of the Buildings in Phase I: The description of each of the Buildings comprising Phase I of the Condominium, stating the number of stories, the number of Units and the principal materials of which each is constructed is set forth and described in Schedule B attached hereto and made a part hereof. The location of said Buildings is as shown on the As-Built Plan filed herewith.

5. Description of the Units in Phase I: The Condominium Units in Phase I and the designations, locations, approximate areas, number of rooms, immediately accessible common

areas and other descriptive specifications thereof, are as set forth in Schedule C attached hereto and made a part hereof, and as shown on a set of Condominium Unit Plans filed herewith (hereinafter "Condominium Plans") bearing the verified statement of a registered professional engineer or registered land surveyor certifying that the plans depict fully and accurately the layout, location, Unit Numbers, and dimensions of the Units, as built.

6. Description of the Common Areas and Facilities: The common areas and facilities of the Condominium (hereinafter "Common Elements") consist of the entire Property, including all parts of the buildings and improvements thereon other than the Units, and will include, without limitation, the following:

(a) The land described in "Schedule A" on which the Buildings are erected.

(b) All foundations, columns, beams, supports, stairs, roofs and other structural components of the Buildings located beyond the boundaries of the Unit, said boundaries being defined in Schedule C attached hereto, and all such structural components located within the boundaries of the Unit and forming part of any system serving one or more other Units.

(c) All land, roadways, lawns, gardens, walking paths, parking, and other improved or unimproved areas not within the Units, subject, however, to the provisions of Paragraph (f) herein, and provided, however, that each Unit shall have appurtenant thereto the exclusive right and easement to use for the parking of automobiles, that rectangular surface area of the driveway which begins at the exterior surface of each garage door located at the basement level of the Unit, for a width of nine feet (9'), and having a length of twenty feet (20').

(d) All installations for services such as power, light, telephone, and water located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(e) All sewer and drainage pipes located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained.

(f) All steps, stairs, patios, decks, porches, balconies and attics provided, however, that each unit shall have appurtenant thereto the exclusive right and easement to use such steps, stairs, patios, decks, porches, balconies and attics as may be contiguous thereto, and provided further that in any event each unit shall have appurtenant thereto the exclusive right and easement to use the surface space and air space (to the extent that rights to the air space can be granted) from ground level to roof level to that area contiguous thereto referred to as steps, stairs, "deck, patio, porch, balcony or attic area for the exclusive use of the adjacent unit" on the As Built Plan recorded herewith. Steps, stairs, Decks, patios, porches, balconies, attics or other structures not heretofore constructed may not be constructed or placed on or in the surface space or air space so described without the prior written consent by the Trustees of The Village at Stagecoach Heights Condominium Trust, and any, steps, stairs, patios, decks, porches, balconies and attics or other structure hereafter placed thereon or therein shall become common elements provided, however, that each Unit shall have appurtenant thereto the exclusive right to use such steps, stairs, decks, patios, porches, balconies, attics or structures as may be contiguous thereto. Cleaning snow and ice from such steps, stairs, deck, patio, porches and balconies shall be the responsibility of the unit owners.

(g) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance, or safety of the Buildings, including the pipes, wires, conduits, ducts, flues, shafts and public utility lines situated within a Unit and forming part of any system serving one or more Units or other common elements.

(h) All recreational facilities located on or within the Common Elements, if any.

(i) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the property.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other interests.

7. Computation of Undivided Interests: Each Unit in Phase I of the Condominium shall have as appurtenant thereto an undivided interest in the common areas and facilities in the

percentage specified therefore in Schedule D annexed hereto and made a part hereof, subject however to a proportionate reduction thereof, as additional units are added to the Condominium. The percentage of interest of the respective Units in the common areas and facilities set forth in Schedule D, has been determined on the basis of the approximate relation that the fair value of each unit on the date of the Master Deed bears to the then aggregate fair value of all of the Units.

8. FNMA and FHLMC Mortgagee Provisions: Notwithstanding anything to the contrary contained elsewhere in this Master Deed, or in the Trust of even date filed herewith, the following provisions shall govern and be applicable to the extent that they are required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or to the Federal Home Loan Mortgage Corporation (FHLMC) under laws and regulations applicable thereto:

- (a) A holder, insurer, or guarantor of a mortgage on a Unit shall be entitled to written notification from the Board of Trustees of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed or the By-Laws of the Trust which is not cured within sixty (60) days.
- (b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be liable for, and shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the acquisition of title to the Unit by the mortgagee.
- (c) Neither the provisions of this Master Deed nor those of the Trust or By-Laws shall be deemed or construed to give a Unit Owner of the Condominium, or any other party, priority over the rights of first mortgagees of Units pursuant to their mortgages, in situations where there is a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements.

Such first mortgagees will be entitled to written notification from the Board of Trustees in the event of such a loss affecting their interest in the Condominium.

- (d) Unit Owners and holders, insurers and guarantors of first mortgagees of Units in the Condominium shall have the right to examine the books, records and financial statements of the Board of Trustees, as well as current copies of this Master Deed, the Trust, By-Laws, and applicable rules and regulations, during normal business hours. Such holders insurers and guarantors of mortgagee shall be entitled as well, upon written request, to an audited financial statement for the immediately preceding fiscal year, to be provided within one hundred and twenty (120) days of the end of the Trust's fiscal year.
- (e) The Board of Trustees' common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments, the same to be deposited in an account or accounts separate and segregated from operating funds.
- (f) All units shall be allocated full assessments no later than sixty (60) days after the first unit of the phase or sub-phase containing such unit is conveyed.
- (g) After receipt of timely written notice from the Trust, the consent of the holders of first mortgages on Units holding at least 51 percent of the votes in the Condominium, as well as the consent of Unit Owners entitled to at least 67 percent of the votes in the Trust shall be required in order to:
 - (i) restore or repair the Condominium, after a partial condemnation or damage due to insurable hazard, when such restoration or repair will not conform to this Master Deed or the original plans and specifications;

- (ii) terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property;
 - (iii) reallocate interests in the common areas after a partial condemnation or partial destruction of the Condominium; or
 - (iv) terminate professional management, when required by any first mortgagee, and establish self-management by the Trust in lieu thereof.
- (h) Pursuant to Massachusetts General Laws Chapter 183A, the Unit Owner's share of common expenses shall constitute a lien upon the Unit and such lien shall have priority over all other liens, except municipal liens and first mortgages of record. Any fees, late charges, fines or interest that may be levied by the Board of Trustees in connection with the collection of unpaid assessments shall be subordinate to first mortgages of record as well.
- (i) Nothing contained in this Section 8 shall be deemed or construed to violate or impair the rights reserved in the Developer in and by the provisions of Sections 3, 7 and 19 of this Master Deed to amend this Master Deed so as to include additional Phases in the manner provided in Sections 3, 7 and 19 herein.
- (j) Reference is made to Section 19 contained herein which provides certain protections for first mortgagees in the event the Unit Owners seek to amend this Master Deed.
- (k) The Trust, and any aggrieved Unit Owner shall have a right of action in a court with appropriate jurisdiction, against Unit Owners who fail to comply with the provisions of the Master Deed, Trust or By-Laws, or the decisions made by the Trust.
- (l) Each Unit Owner shall have the benefit of and shall be subject to all of the rights and duties assigned to Unit Owners in this Master Deed, the Trust and the By-Laws. When there are unsold units in the project, the developer shall also enjoy the same rights and assume the same duties as they relate to each individual unsold unit.

- (m) Each Unit Owner shall have an unrestricted right of ingress and egress to his or her unit, and this right is perpetual so that it passes with the unit as transfers of ownership of the unit occur.

9. Use of the Units: Unless permitted otherwise by instrument in writing duly executed in accordance with the By-Laws of the Trust:

- (a) No use may be made of any Unit except as a residence for the Owner thereof or permitted lessees and members of said Owner's or Lessees' immediate family, and no Unit nor any portion thereof may be used as a professional office or any other business related purpose whether or not accessory to such residential use, provided, however, that the Developer may, until all of said Units have been sold by said Developer, use any Units owned by the Developer as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units;
- (b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, car port, 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 (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching of decals or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with any of the constituent documents of the Condominium, or any rules, regulations or amendments promulgated pursuant to the foregoing documents: and

- (d) Any lease or rental agreement of a condominium unit must be in writing, and must contain provisions that the tenant is subject to all of the requirements set forth in the Master Deed of The Village at Stagecoach Heights Condominium, The Village at Stagecoach Heights Condominium Trust and The Village at Stagecoach Heights Condominium Trust By-Laws, all as amended. Said restrictions shall be for the benefit of the owners of all of the Units and the Trust and shall be enforceable by the Board of Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended 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 the provisions of this paragraph except such as occur during his or her ownership thereof.

10. Use of the Common Elements: Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations, and specifically may not be used to park trucks, commercial vehicles, trailers or boats. Outdoor parking is strictly limited to parking spaces as may be from time to time designated by the Trustees of The Village at Stagecoach Heights Condominium Trust, and outdoor parking elsewhere is prohibited.

11. Encroachments: If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of all or any portion of a Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, or (c) repair or restoration of the Common Elements of a 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 Building in which the encroachment occurs shall stand.

12. Pipes, Wires, Flues, Ducts, Tables, Conduits, Public Utility Lines and Other Common Elements

Located inside of the Units: Each unit owner shall have an easement in common with the owners of all Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have a reasonable right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

13. Title to Units Acquired by the Board of Trustees:

In the event the Board of Trustees shall acquire title to a Unit in the Condominium, together with the interests appurtenant to such Unit, then title shall be held by the Board of Trustees, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

14. 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 of the Trust as they exist now or as they may be amended from time to time, and the acceptance of a Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that;

(a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they exist or as they may be amended from time to time, 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 lease deed or lease thereof, and;

(b) a violation of the provisions of this Master Deed, the Unit Deed, or By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

15.Invalidity: The invalidity of any provisions 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, regardless of the number of violations or breaches which occurs.

17.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.

18.Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In any case of the provisions stated above conflicting with the provisions of said statute, or the Declaration of Easements by the Developer of even date and recorded herewith, the provisions of said statute or the Declaration of Easements, as the case may be, shall govern.

19. Amendments:

(A) This Master Deed may be amended by an instrument in writing (i) signed by the owners of Units entitled to seventy-five percent (75%) or more of the Beneficial interests; (ii) signed and acknowledged by a majority of the Trustees of the Trust; and (iii) duly recorded with the Middlesex South Registry of Deeds:

PROVIDED HOWEVER THAT:

1. No instrument of amendment shall be effective unless also signed by the Developer, so long as the Developer owns ten percent (10%) or more of the units in the condominium;

2. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless and until the same has been so received within six (6) months after such date;

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

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

5. 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 Massachusetts General Laws, Chapter 183A shall be of any force and effect; and

6. If the amendment involves a change in percentage interest, such vote shall be by one hundred percent (100%) in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units, PROVIDED HOWEVER, that the Developer or his successor in interest reserves the right to amend this Master Deed without the consent of

any Unit Owner or any Mortgagee as to all or any portion of all future phases to be constructed on the land shown on the Plan referred to in Paragraph 3 of this Master Deed, so as to subject all or any portion of said phases to Chapter 183A of the General Laws of Massachusetts as part of this Condominium.

(A.) The Developer reserves the right for itself, its successors and assigns to construct the units in the proposed additional phases in styles other than those built in Phase I so long as the styles conform to applicable zoning by-laws and regulations and the with the decisions of the Zoning Board of Appeals which granted the Special Permit pursuant to G.L. Chapter 40B. Further, the Developer reserves the right in itself, its successors and assigns to the option to divide a phase into two or more sub-phases, to add phases or sub-phases in other than numerical order and to add two or more phases to the Condominium in one amendment. The Developer hereby reserves the right in itself, its successors or assigns to grant and accept easements to cross the ways and walkways constructed on condominium developments created separately from the Condominium created herein. The Developer, its successors, or assigns shall have the right prior to creating each phase to change the number, size, layout, location and percentage interest in the Common Elements of Units in future phases, provided that no change mentioned above in this paragraph shall alter substantially the relative effect of the percentage interest in Common Elements set forth in this Master Deed or any amendment thereto with respect to Units in Phase I, or any Phases which are submitted to the provisions of Chapter 183A of the General Laws of Massachusetts. Said additional phases shall become part of the Condominium, if at all, by amendment to this Master Deed. The designation of each Unit in said future phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the amendments creating said phases. Any such amendment shall contain with respect to future phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts.

From and after the recording of such amendments, the Condominium shall include the phases added by such amendments and the Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust. Similarly, the Common Elements of the Condominium shall then include the land described in this Master Deed and the land described in said amendments as well as the same elements and parts of buildings described in Section 6 herein. All taxes and other assessments relating to later Phases must be paid or provided for satisfactorily by the Developer prior to the addition of such Phases. All intended improvements in future phases will be substantially completed prior to annexation and will be consistent with initial improvements in terms of quality of construction.

The foregoing notwithstanding, the proposed additional phases, if added at all to the Condominium, shall be added within seven (7) years of the date of recording of this Master Deed unless extended further by the Federal National Mortgage Association (FNMA) or Successors thereto. The Developer reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create subsequent phases of the Condominium.

In furtherance of the reservation of rights identified in this Section 19 (A) of the Master Deed, a power coupled with an interest is hereby reserved and granted to Developer by each unit owner to effect the purposes of this Section. Each deed, mortgage, other evidence or obligation, or other instrument affecting a unit and the acceptance thereof, shall be deemed to be grant and acknowledgment of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each unit owner.

(B) Developer specifically reserves the right and power to record a special amendments ("Special Amendment") to the Master Deed at any time and from time to time which amends the Master Deed

- (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 Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;
- (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownership;
- (iii) to bring the Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or
- (iv) to correct clerical or typographical errors in the Master Deed or any exhibit thereto or any supplement or amendment thereto.

(C) In furtherance of the reservation of rights identified in sub-paragraph (B) above, a power coupled with an interest is hereby reserved and granted to Developer by each Unit owner to effect the purposes of said paragraph. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the right of the Developer to do all that is necessary or appropriate to effect said purposes on behalf of each Unit owner. The right of the Developer to act pursuant to rights reserved or granted under sub-paragraph (B) herein shall terminate at such time as the Developer no longer holds or controls title to a Unit.

(D) The 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) or alter the requirements of the Town of Hopkinton Planning Board Permits and Approvals. All provisions of the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA. (E) No instrument of amendment shall alter the requirements contained in the Decision of the Zoning Board of Appeals of the Town of Hopkinton which granted a Special Permit pursuant to G.L.c. 40B for the development of the premises.

20. Granting of Easements: The Board of Trustees are empowered to grant, by majority vote, easements, permits and licenses over the common elements for utilities, roads, walking paths, driveways and other purposes reasonably necessary or useful for the operation of the Condominium.

21. Unsold Units: When there are unsold units in the condominium project, the Developer shall enjoy the same rights and assume the same duties as they relate to each individual unsold unit.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed by its duly authorized Trustee this 8th day of AUGUST 2006.

Stagecoach Heights Realty, LLC

BY: [Signature]

Richard E. Terrill, Agent

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss.

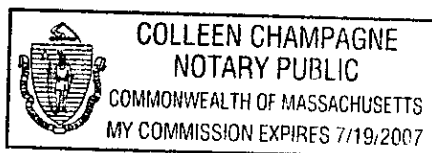
August 8, 2006

On this the 8th day of August, 2006 before me, Colleen Champagne the undersigned Notary Public, personally appeared Richard E. Terrill proved to me through satisfactory evidence of Identity, which was a driver's license to be the person(s) whose name(s) are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Colleen Champagne

Notary Public

My Commission Expires:



SCHEDULE A
OF
STAGECOACH HEIGHTS CONDOMINIUM
MASTER DEED

DESCRIPTION OF THE LAND
 PHASE I – PART I

A certain parcel of land in Hopkinton, Middlesex County, Massachusetts described as follows:

Phase I Part I Area = 32,539 s.f. (of land) located off Wood Street and shown as The Village at Stagecoach Heights Condominium Phase I "As-Built" Site Plan and Key Sheet of Condominium of Hopkinton, Mass. property of Stagecoach Heights Realty, LLC, Scale 1" = 80' Date July 10, 2006 recorded herewith as Plan 1059 of 2006

Units are Conveyed with the benefit of right to use Patriots Boulevard for all purposes as streets, roads and ways are used in the Commonwealth of Massachusetts.

Units are conveyed subject to:

- (a) State of facts as shown on the subdivision plan and any additional state of facts which a subsequent survey would show, provided such additional facts do not interfere materially with the use of the Land and Buildings as contemplated in this Presentation;
- (b) Zoning and Buildings By-Laws and any amendments thereto adopted now or after. The Developer represents and warrants that the contemplated improvements comply with the zoning and building By-Laws of the Town of Hopkinton applicable to the Land and Buildings at the time of issuance of the building permit thereto;
- (c) Site Plan and conditions, if any, imposed in connection therewith;
- (d) Easements in favor of utility companies for the construction and maintenance of utility and telephone lines, which easements may or may not have yet been recorded;
- (e) Easements in favor of the Town of Hopkinton for use of sewer, drainage, and water lines, which easements may or may not have yet been recorded;
- (f) The Village at Stagecoach Heights Condominium Master Deed, Declaration of Trust, By-Laws and Declaration of Easements and Site Plans as recorded in Middlesex South Registry of Deeds, as the same may be amended from time to time as provided in the Master Deed, Declaration of Trust and By-Laws, and Declaration of Easements;
- (g) Any state of facts which an accurate survey of the Unit would show, provided that such state of facts would not interfere materially with the use of the Unit;

- (h) Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units of Common Elements on the Unit, existing as a result of construction of the Buildings, or which may come into existence as a result of settling or shifting of the Buildings, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Trustees after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, made by or with the consent of the Board of Trustees, so that any such encroachments may remain so long as the Buildings shall stand;
- (i) Easements in favor of the other Units to use the pipes, wires, flues, ducts, conduits, cables, public utility lines, roads, and other Common Elements located in the Unit or elsewhere on the Land and serving such other Units;
- (j) Exclusive rights in favor of the Units having access to a patio, deck, porch or balcony directly from the interior of such Units, for the exclusive use of such patio, deck, porch or balcony and land adjacent thereto, if any, as described in the Unit Deeds;
- (k) Exclusive rights in favor of other Units for the exclusive use of designated surface parking;
- (l) Such real estate taxes attributable to said Unit for the then current year as are not due and payable on the date of closing of the sale;
- (m) Terms and provisions of M.G.L Ch. 183A, as amended;
- (n) Title to, and the rights of the public and others entitled hereto, in and to those portions or insured premises lying within the bounds of adjacent streets and ways, including Road "A".
- (o) Subject to the terms of the Comprehensive Special Permit Decision issued by the Town of Hopkinton Zoning Board of Appeals dated December 15, 2004 recorded and with the Middlesex South Registry of Deeds at Book 44686 Page 1. Said Permit Terms cannot be revised without the written permission of the Hopkinton Zoning Board of Appeals.
- (p) Restriction that trash shall always be removed by private hauling companies only and not by the Town of Hopkinton.

- (q) Restriction that the Town of Hopkinton shall not be responsible for plowing of the roads and driveways within the premises described in this Master Deed. Further, snow will not be plowed into the wetlands area.
- (r) Restriction that the Town of Hopkinton shall not have any responsibility for maintenance of the roads and driveways within the premises described in this Master Deed.
- (s) Restriction that prior to the issuance of any certificate pursuant to G.L.c. 183A, § 6(d)(commonly referred to as a "6D Certificate"), for affordable units, so called, the Condominium Association shall first obtain a notarized statement signed under the pains and penalties of perjury from at least one owner of record, or in the case of an anticipated conveyance, sale or transfer of such unit, from at least one intended grantee, that said present owner of record or intended grantee of record as the case may be, (1) acknowledges receipt of a copy of the Master Deed containing the restrictions of use, (2) states that he or she shall comply with the Master Deed Restrictions of use, (3) states that he or she is an individual who meets the income limits applicable to the unit, and (4) states that he or she shall occupy such unit during the entire period that he or she holds record title thereto; and further, that said Master Deed and Bylaws shall require that all 6D Certificates shall state on their face that such affidavit shall be required to be recorded in the appropriate Registry of Deeds with such 6D Certificate to have effect.
- (t) Prohibition against the installation and use of garbage grinders in said Condominium units.
- (u) Walls and Fences on the Property of the Condominium shall be maintained by the Condominium in perpetuity.
- (v) Restriction that none of the basements in the Project may be converted to a bedroom as that term is defined in Title 5 of the State Environmental Code, 310 CMR 15.002, only excluding the two (2) designated three (3) bedroom Affordable Units in the forty-four (44) unit project.
- (w) The existing trees on Condominium Common Areas which provide natural screening along the lot lines with adjacent properties shall not be disturbed. If any such disturbance occurs to this natural screening, the Condominium Trust shall plan arbor vitae of no less than 4 feet in height to provide screening of adjacent properties. The location and type of trees to be planted shall be subject to the approval of the Town of Hopkinton, Design Review Board. Applicant shall include in each of the deeds of the units no-cut restriction to protect the non-disturbance area. Such restriction shall be for the benefit of the Town of Hopkinton.
- (x) Not less than thirty (30%) percent of the Site shall be reserved as Common Area. The Common Area Open Space Areas shall be subject to enforceable, perpetual restrictions requiring that they be maintained in their natural state. Such restrictions must be included in each unit deed in the Condominium.

SCHEDULE B
OF
THE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM MASTER DEED
DESCRIPTION OF THE BUILDINGS- PHASE I - PART I

There is one (1) building in Phase I Part I. The Building has two (2) stories plus a basement and contains (4) units. The Building is a conventional wood frame building with cast in place concrete foundation. The Buildings are identified as Building 7 on the As Built Site Plan dated July 10, 2006 recorded herewith.

1059 of 2006

SCHEDULE CTHE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM MASTER DEEDDESCRIPTION OF THE UNITS - PHASE I - PART I

BUILDING AND UNIT NO. / UNIT TOTAL AREA	DESCRIPTION OF ROOMS	ACCESS
7A 2,733 sq. ft	G,C,C,FP,LR,E,E,K,C,C,B C,B,SR,BR,BR,C,C,B,FP,C,C,C,C	1
7B 2,737 sq. ft	G,C,C,FP,LR,E,E,K,C,C,B C,B,SR,BR,BR,C,C,B,FP,C,C,C,C	1
7C 2,667 sq. ft	G,E,K,C,B,LR,B,C,BR,SR,BR,C,B,C	1
7D 2,664 sq. ft	G,E,K,C,B,LR,B,C,BR,SR,BR,C,B,C	1

See "The Village at Stagecoach Heights" Condominium - Condominium Unit Plan Phase I Part 1 Building 7 Units A, B, C and D, "As Built" in Hopkinton, Mass., Property of: Stagecoach Heights Realty, LLC Scale: 8 Feet to an Inch, Date: 6 July 2006, respectively, Paul E. Pronovost, P.E., P.L.S., 4 Sleepy Hollow Lane, Sandwich, Mass. 02563 recorded herewith.

1059 of 2006

Legend

BR - Bedroom
 B - Bathroom
 LR - Living Room
 K - Kitchen
 C - Closet
 G - Garage
 E - Entry
 FP - Fireplace
 Deck - Deck

Access Key

1. Front yards, side yards,
 walkways, and driveways.

The areas stated do not include the outside decks, balconies, or porches contiguous to the unit.

The Boundaries of each of the Units with respect to the fireplace (if any), floors, ceilings, and the walls, doors and windows thereof, are as follows:

1. Floors and Ceilings

- (a) Basement level: The upper surface of the concrete floor slab in the basement to the lower surface on the first floor joists or the concrete first floor slab (as the case may be).
- (b) First Floor Level: The upper surface of the first floor joists or the upper surface of the first floor concrete slab (as the case may be) to the lower surface of the second floor joists or to the lower surface of the concrete second floor slab or to the lower surface of the roof rafters, as the case may be.
- (c) Second Floor Level: The upper surface of the second floor joists or the upper surface of the concrete second floor slab, (as the case may be), to the lower surface of the roof rafters or the lower surface of the concrete slab, as the case may be.

- 2. Walls: The surface facing the Unit of the concrete basement walls and the plane of the surface of the wall studs facing the Unit with respect to walls above the basement level;
- 3. Doors and Windows: As to doors, the exterior surface thereof, as to windows, the exterior surface of the glass and of the window frames.
- 4. Fireplace: The exterior vertical surface of the raised hearth and the horizontal surface of both the outer and inner hearth to the enclosing vertical surface of firebrick, up to but not including the lower surface of the closed damper. The inner vertical surface of the face brick up to but not including the lower surface of the mantle piece above the fireplace.

SCHEDULE D
OF
THE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM MASTER DEED
PERCENTAGE INTERESTS

BUILDING # PHS I - PART I

UNIT #

7A **29.4000**

7B **29.4000**

7C* **20.6000**

7D* **20.6000**

* Designated Affordable Unit Under M.G.L. Chapter 40B and Comprehensive Special Permit Decision issued by Town of Hopkinton Zoning Board of Appeals dated December 15, 2004 recorded Middlesex South Registry of Deeds Book 44686 Page 1.

The Percentage interest in the Common Elements not assigned to Phase I Part I are reserved for the other units in the Condominium. Developer reserved the right to change the order of phases added to the Condominium, or sub phases thereof.

Condodoc/masterdeedstagecoachjuly

A handwritten signature in black ink, appearing to read "John P. Brown", is located in the bottom right corner of the page.