

136632 7200  
FOREST HILLS CONDOMINIUM

MASTER DEED

TABLE OF CONTENTS

|    |  |   |   |   |   |   |   |
|----|--|---|---|---|---|---|---|
| 1. | Name of the Condominium                        | - | - | - | - | - | - |
| 2. | Organization of Unit Owners                    | - | - | - | - | - | - |
| 3. | Description of the Land                        | - | - | - | - | - | - |
| 4. | Description of the Building(s)                 | - | - | - | - | - | - |
| 5. | Descriptions of the Units and Their Boundaries | - | - | - | - | - | - |
|    | A. Description of the Units                    | - | - | - | - | - | - |
|    | B. Boundaries of the Units                     | - | - | - | - | - | - |
|    | a. Floors-                                     | - | - | - | - | - | - |
|    | b. Ceilings                                    | - | - | - | - | - | - |
|    | c. Interior Walls                              | - | - | - | - | - | - |
|    | d. Exterior Walls                              | - | - | - | - | - | - |
|    | e. Exterior Doors                              | - | - | - | - | - | - |
|    | f. Windows                                     | - | - | - | - | - | - |
|    | C. Appurtenances to Units                      | - | - | - | - | - | - |
| 6. | Description of the Common Areas and Facilities | - | - | - | - | - | - |
| 7. | Undivided Interest                             | - | - | - | - | - | - |
| 8. | Plans  | - | - | - | - | - | - |
| 9. | Common Easements and Right of Access           | - | - | - | - | - | - |

94 DEC 12 AM 10:42

Forest Hills WILKES PARTNERSHIP  
234 LITTLEBURN ROAD  
2H  
WESTFORD, MA 01886

|     |  |   |   |   |   |   |   |   |   |
|-----|--|---|---|---|---|---|---|---|---|
| 10. | Encroachments                                      | - | - | - | - | - | - | - | - |
| 11. | Intended Use-                                      | - | - | - | - | - | - | - | - |
| 12. | Restrictions on Use                                | - | - | - | - | - | - | - | - |
| 13. | Rights Reserved to the Declarant                   | - | - | - | - | - | - | - | - |
| 14. | Title to Units-                                    | - | - | - | - | - | - | - | - |
| 15. | Combining Contiguous Units                         | - | - | - | - | - | - | - | - |
| 16. | Units Subject to Master Deed and Condominium Trust | - | - | - | - | - | - | - | - |
| 17. | Sale or Lease of Units                             | - | - | - | - | - | - | - | - |
|     | A. Subject to Condominium Documents                | - | - | - | - | - | - | - | - |
|     | B. No Partition or Severance                       | - | - | - | - | - | - | - | - |
| 18. | Amendment of Master Deed                           | - | - | - | - | - | - | - | - |
| 19. | FNMA/FHLMC Provisions                              | - | - | - | - | - | - | - | - |
| 20. | Conflicting Provisions                             | - | - | - | - | - | - | - | - |
| 21. | Invalidity   | - | - | - | - | - | - | - | - |
| 22. | Waiver   | - | - | - | - | - | - | - | - |
| 23. | Captions   | - | - | - | - | - | - | - | - |
| 24. | Chapter 183A                                       | - | - | - | - | - | - | - | - |
| 25. | Duration   | - | - | - | - | - | - | - | - |

#### SCHEDULES

- A: Description of the Land
- B: Description of the Building
- C: Description of Units-Phase 1
- D: Unit Designations and Percentage Interests-Phase 1

**FOREST HILLS CONDOMINIUM**

**MASTER DEED**

Forest Hills Limited Partnership, a Massachusetts limited partnership, 234 Littleton Road, Westford, MA 01886 (acting by and through its General Partner, Commons Development Group, Inc., a Massachusetts corporation), with an address and principal place of business at 234 Littleton Road, Westford, Massachusetts 01886 (hereinafter referred to as the "Declarant") being the sole owner, under a certain deed therefore recorded with the Worcester District Registry of Deeds (the "Registry of Deeds") in Book 16274, Page 86, of that certain realty consisting of approximately 54 acres of land on Lordvale Boulevard, Grafton, Worcester County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and do hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be the FOREST HILLS CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is the FOREST HILLS CONDOMINIUM TRUST established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively). Said Declaration 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, and includes By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant-appointed Trustee thereof is as follows:

HRM Inc.  
234 Littleton Road  
Westford, MA 01886

3. Description of the Land. The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Grafton, Worcester County, Massachusetts, being located on Lordvale Boulevard, and described on Schedule A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights,

interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Building and other improvements constituting "Phase 1" of the Condominium, are shown on the Site Plan recorded herewith (the "Site Plan") <sup>Pl Book 688-64</sup> entitled "As Built Site Plan, Phase I, Forest Hills Condominium, Grafton, Massachusetts" dated December 5, 1994, prepared by Bouley Brothers Inc. Professional Land Surveyors. The Land and the Condominium are to be developed in a number of phases, as more fully described hereinafter.

4. Description of the Building(s) in Phase 1. The Building located on the Land and comprising Phase 1 of the Condominium (the "Phase 1 Building") is described in Schedule B attached hereto, including the number of stories, number of Units, and principal materials of construction. The location of the Phase 1 Building, as well as its name (unless it has no name), are shown on the Site Plan. The Phase 1 Building, and any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Building" or "Buildings." <sup>Pl Book 688-65, 66</sup>

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. Phase 1 of the Condominium is comprised of eight (8) residential Units whose locations, designations, approximate areas, initial percentage interests, number of rooms and immediately accessible common areas are set forth in Schedules C and D attached hereto and on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing

the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit numbers and dimensions of the Units, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof.

B. Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- a. Floors: The plane of the upper surface of the subflooring in the lowest floor, or basement, as applicable;
- b. Ceilings: The plane of the lower surface of the ceiling joists or strapping, if there be any, above the upper-most floor of the Unit; provided, however, that as to Units with attics or attic areas (finished or unfinished), the upper Unit boundary shall be the plane of the lower surface of the roof joists;
- c. Interior Walls: The plane of the interior surface of the furring strips; or if there be no furring strips, the plane of the interior surface of the wall studs;
- d. Exterior Walls: The plane of the interior surface of the furring strips; or if there be no furring strips, then the plane of the interior surface of the wall studs;

e. Exterior Doors: The exterior surface of the door in its entirety, including the frame, jambs, hardware, threshold and flashing, but excluding the exterior molding or trim, if any; and

f. Windows: The exterior surface of the windows in their entirety, including the frame, mullins, muntins, sash, stiles, lights, hardware and flashing, but excluding any exterior molding or trim, if any;

provided, however, that no structural component of the Building nor any pipe, wire, conduit, duct, flue, shaft, utility line or like item situated within a Unit, but forming a part of any system serving one or more other Units, shall be considered to be a part of any Unit. Air conditioner condensers serving only one Unit, as well as pipes, wires, and or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit.

C. Appurtenances to Units. Each of the Units has as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

- (1) the driveway leading to the garage portion of the Unit;
- (2) any exterior patio, deck or balcony affixed to and leading from the Unit; and
- (3) any mailbox serving the Unit.

6. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. As to Phase 1 (and any subsequent phases), the foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Building;
- C. As to Phase 1 (and any subsequent phases), installations for central and/or common services such as power, light, oil, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. As to Phase 1 (and any subsequent phases), all conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support hereof or for common usage, and all such facilities



contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained;

- E. As to Phase 1 (and any subsequent phases), all common equipment wherever located in, on, or around the Building(s) and Land;
- F. As to Phase 1 (and any subsequent phases), the entrance doors, lobby vestibules, halls, corridors and stairways serving more than one Unit, and all facilities therein;
- G. As to Phase 1 (and any subsequent phases), the yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, including fences, walls, railings, and steps;
- H. As to Phase 1 (and any subsequent phases), the Limited Common Elements located outside the Units' boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided;
- I. As to Phase 1 (and any subsequent phases), 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; and
- J. All other items delineated as such in Chapter 183A and located on the Phase 1 area (or any subsequent phases) of the Property.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the following:

- (i) until the happening of one of the events described in Section 13.7 below, any and all Buildings or portions of Buildings located beyond the Phase 1 Area shown on the Site Plan and not theretofore phased into the condominium by a Phasing Amendment, which said Buildings or portions of the Buildings shall remain the property of and be maintained and controlled by the Declarant.
- (ii) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferrable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

7. Undivided Interest. The Unit Owner of each Unit in Phase 1 shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule D, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase containing additional Units (the "Additional Units") pursuant to the provisions of this Master Deed, the Beneficial Interest to which Phase 1 Units (and

Units added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the Beneficial Interest to which Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units. To that end, the Beneficial Interest in the Common Elements to which Phase 1 Units and all such additional Units shall be entitled after the inclusion of such additional Units shall be determined in accordance with the following formula:

$$P = \frac{V}{SV}$$

$$V = (A) \times (F)$$

- (a) "P" is the undivided beneficial interest (to be expressed in the form of a percentage) in the Common Elements of the Unit for which such percentage is to be determined (the "Subject Unit");
- (b) "V" is the Value applicable to the Subject Unit as determined in accordance with the formula above and rounded to the nearest whole number;
- (c) "SV" is the Sum of the Values assigned to all Units then included in the Condominium as such Values have been determined pursuant to the formula above;
- (d) "A" is the approximate area of the Subject Unit as measured between the boundaries of said Subject Unit as set forth in Schedule C or the corresponding exhibit or Schedule attached to any Phasing Amendment;
- (e) "F" is any additional factor or factors (the "Additional Factors") which Declarant (and its successor and assigns) in its reasonable discretion may determine in the future materially affects the approximate relation that the fair value of each additional Unit bears to the aggregate fair value of all Units in the Condominium, as determined pursuant to this Section 7.

The percentage figures so determined for P shall be rounded to the nearest one-thousandth, and further rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.000 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Phasing Amendment to the Master Deed by which the additional Units resulting in such change of Beneficial Interest is added to the Condominium. For the purposes of this Section 7, the Declarant, and its successors and assigns, shall have the right, in its reasonable discretion and in a fair and equitable manner to add Additional Factors if the characteristics of any additional Unit are not substantially similar to the characteristics of the Phase 1 Units, with the intention that said Beneficial Interests at all times are determined in conformity with Massachusetts General Laws Chapter 183A. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations.

8. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Building(s) showing the layout, location, Unit numbers and dimensions of the Units therein, stating the name of the Building(s) or that it (they) have no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is a site plan showing the approximate location of the Building(s) and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations,

alterations or repairs on the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Building(s), or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. 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) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand.

11. Intended Use. The Building(s), the Units and other Common Areas and Facilities are intended to be used solely for residential purposes, the Common Elements being used incidental thereto. The Building(s), the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other

Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows:

- A. No Unit shall be used for any purpose other than residential housing for one family or three (3) unrelated individuals. Notwithstanding the foregoing, to the extent permitted by the applicable zoning ordinance or by-law, a person residing in any Unit may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers.
- B. No Unit may be occupied by more than two (2) persons per bedroom, plus one additional person.
- C. No Unit may be leased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than six (6) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit

Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term.

C. The architectural integrity of the Building(s) and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Building(s) or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the express consent thereto in writing by the Trustees.



Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detracting. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Building(s) nor overload the Building(s) systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents in amendment of the Master Deed and all plans to be filed therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than the Trustees'; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

D. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided,

however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) that such pet(s) are in no greater number than one pet per Unit, so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat, (3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations, (4) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine, and (5) any such pet(s) are duly registered with the Trustees.

E. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

F. No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building(s).

G. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

H. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements

of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

I. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

J. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate.

K. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

L. Unless kept at all times within the garage portion of a Unit (with the garage door closed), no unregistered vehicles, commercial vehicles, or vehicles with commercial lettering shall be kept upon the Common Elements; provided, however, that Unit Owners or occupants may park duly-registered pick-up

trucks on the driveways of the Common Elements, with or without commercial lettering and whether or not used for commercial purposes.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Rights Reserved to the Declarant.

13.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Building shown on the Site Plan as "Phase 1" ("Building 32") shall initially comprise the Condominium. Said Phase 1 consists of eight (8) dwelling units. The Condominium may consist of additional Phases constructed and to be constructed, on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase 1) any other portions of the building(s) shown on the Site Plan shall be exclusively owned by, and shall be the exclusive responsibility of, the Declarant.

13.2 The building(s) (and portions of buildings) for Phase 2 and all subsequent Phases ("Future Phases") are to be constructed on the areas shown on said Site Plan or on areas to be shown on subsequently recorded site plan(s). When all Phases of the Condominium have been developed, it is anticipated that there will be a total of up to 230 Units in numerous Phases and/or Sub-Phases. The Declarant need not complete construction of or establish any additional Phase as part of this Condominium, however.

13.3 The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

13.4 As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant has reserved for the benefit of itself and its successors and assigns exclusive ownership of such Building(s) or portions of Building(s), as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas shown on the Site Plan located beyond the Phase 1 area, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future Amendments shall be

held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

13.5 The Declarant, for itself and its successors and assigns, has reserved certain exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewage, walkways, and drainage lines to service the dwelling units constructed on the Land described in Schedule A.

13.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described in Section 13.7 below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements reserved by the Declarant and its successors and assigns in the above-described "Declaration of Easements and Development Rights" and this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

(a) The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Building(s)

containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A;

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units (up to a total of 230 units in the Condominium), as well as the right to create and designate limited common areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Building(s) in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the eight (8) units in Phase 1 and the units thereby and earlier created by Phasing Amendment(s);

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twelve (12) years after the date of recording of this Master Deed, or such later date as may be allowed by the then-current guidelines of the Federal National Mortgage Association ("FNMA") for multiple-phase projects, or as may be otherwise specifically allowed by FNMA as to this Property, then the

foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created; and

(d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and location of Units in any of such later Phases or Sub-Phases.

Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

13.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 13.7, certain portions of the Building(s) as described in the



Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond the Phase 1 Area on the Site Plan or any revised Site Plan or Phasing Plan hereafter recorded may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) when the time limit to record such Phasing Amendment(s) expires, as set forth in 13.6 above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 13.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 13.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas in accordance with the terms of this Master Deed.

13.8 The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations and the Units are of consistent quality of construction. 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 Phasing Amendments. 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 condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).

13.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the Phase 1 Area shown on the Site Plan, for all purposes necessary or desirable in order to construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant has further reserved and hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the

purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by units owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to

construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves and has reserved the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land.

13.10 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

13.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive the sale of all of the Units in Phase 1 or Future Phases or Sub-Phases by the Declarant, and are to be deemed to be fully transferable, running with the land.

13.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such

Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

13.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the

necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, or in the name of a corporation or partnership (limited or general), or in the name of a fiduciary.

15. Combining Contiguous Units. Notwithstanding anything herein otherwise provided, a Unit Owner who owns two or more contiguous (vertically or horizontally) Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be

performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally as here provided.

16. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the



provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

17. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed and the Trust, assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium—(i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests”—in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i)

in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated thereunder.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

18. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases

or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

(b) General Amendments. Except as set forth in Section 13 above relating to Phasing Amendments, and except as otherwise provided in (a) or (c) of this Section 18, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the undivided interests in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.
- (ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (iii) Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent

with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any governmental insurer or guarantor of Unit mortgages, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

19. FNMA/FHLMC Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any First Mortgagee:

- A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - c. sell or lease a Unit acquired by the First Mortgagee.
- B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;
- C. Except as may be otherwise provided by applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- D. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 18 and/or 25 of this Master Deed unless sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First

Mortgagee), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- a. by any act or omission, seek to abandon or terminate the Condominium; or
  - b. change the undivided interest or obligations of any individual Unit for the purpose of:
    - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
    - (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; or
  - c. partition or subdivide any Unit; or
  - d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.
- E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the

Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

G. A First Mortgagee upon request made to the Trustees, or as provided by law, shall be entitled to:

- a. written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;
- b. inspect the books and records of the Trust at all reasonable times;
- c. receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;
- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

- f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
- g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice. Any agreement for professional management with the Declarant, or any entity affiliated with the Declarant, shall be terminable by the Trustees at any time subsequent to the transfer of control to the Unit Owners.

I. In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest herein shall be required for the following:

- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
- b. the partition or subdivision of any Unit or of the Common Areas and Facilities;



c. a change in the Undivided Interest of any individual Unit;

d. to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the common areas;
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use of the Common Areas and Facilities;
- (vi) Responsibility for maintenance and repair of the several portions of the Property;
- (vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Areas and Facilities;
- (x) Convertibility of Units into Common Areas or of Common Areas into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;

(xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

20. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control.

C. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

D. In the event of any conflict other than as set forth in subparagraph B above between the provisions of Paragraph 16 hereof and any other provisions of this Master Deed or the Declaration of Trust, the provisions of Paragraph 16 shall control.

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

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

23. 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. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

24. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

25. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; provided, further, that the holders of mortgages of record on Units which have sixty-seven percent (67%) or more of the Undivided

Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Registry of Deeds.

Witness the execution hereof under seal this 12<sup>th</sup> day of December, 1994.

FOREST HILLS LIMITED PARTNERSHIP

By: Commons Development Group, Inc.,  
General Partner

By: [Signature]  
John C. McBride, President  
By: [Signature]  
Robert S. Wildes, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. December 12, 1994

Then personally appeared the above-named John C. McBride and Robert S. Wildes, President and Treasurer, respectively, of Commons Development Group, Inc., the General Partner of Forest Hills Limited Partnership, and acknowledged the foregoing to be their free act and deed and the free act and deed of said Commons Development Group, Inc. and Forest Hills Limited Partnership, before me.

[Signature]  
Notary Public  
My Commission Expires: JANE F MCBRIDE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 22, 1996

FOREST HILLS CONDOMINIUMSCHEDULE A/LEGAL DESCRIPTION

The land in Grafton, Worcester County, Massachusetts, bounded and described as follows:

A certain parcel of land located in Grafton, Massachusetts, shown as Parcel 2 on a plan of land entitled "Lordvale Acres" Land in Grafton, Massachusetts, prepared for Primeland Grafton Limited Partnership, Bouley Brothers, Inc. Professional Land Surveyors, 75 Hammond Street, P.O. Box 2215, Worcester, Massachusetts 01613 dated May 4, 1994, which plan is recorded in Worcester District Registry of Deeds, Plan Book 681, Plan 20, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of the parcel herein described at a point 515.57 feet southerly of the southerly line of Deernolm Street;

THENCE N. 81° 18' 15" E. 320.11 feet to a point;  
 THENCE S. 11° 37' 10" E. 294.63 feet to a point;  
 THENCE N. 85° 36' 15" E. 227.24 feet to a point;  
 THENCE S. 00° 36' 15" W. 330.00 feet to a point;  
 THENCE S. 61° 53' 45" E. 227.00 feet to a point;  
 THENCE S. 13° 06' 15" W. 90.00 feet to a point;  
 THENCE S. 11° 53' 45" E. 90.00 feet to a point;  
 THENCE S. 33° 06' 15" W. 130.00 feet to a point;  
 THENCE S. 06° 53' 45" E. 90.00 feet to a point;  
 THENCE S. 75° 53' 13" E. 322.60 feet to a point;  
 THENCE N. 22° 28' 30" E. 100.00 feet to a point;  
 THENCE N. 58° 31' 30" W. 150.00 feet to a point;  
 THENCE N. 24° 28' 30" E. 245.00 feet to a point;  
 THENCE N. 02° 58' 30" E. 247.00 feet to a point;  
 THENCE N. 70° 28' 30" E. 262.00 feet to a point;  
 THENCE N. 81° 05' 51" E. 108.06 feet to a point;  
 THENCE N. 10° 40' 21" E. 369.44 feet to a point;  
 THENCE N. 10° 04' 16" E. 326.74 feet to a point;  
 THENCE N. 01° 49' 38" E. 345.00 feet to a point;

THENCE N. 88° 02' 00" E. 260.36 feet to a point;

THENCE southeasterly by land of an unknown owner 35.00± feet to a point;

THENCE northeasterly still by land of an unknown owner 112.00± feet to a point;

THENCE S. 14° 48' 38" E. 263.48 feet to a point;

THENCE S. 80° 48' 07" E. 6.54 feet to a point;

THENCE S. 08° 25' 30" W. 56.39 feet to a point;

THENCE N. 82° 01' 30" W. 200.00 feet to a point;

THENCE S. 07° 58' 30" W. 213.55 feet to a point;

THENCE S. 88° 44' 30" E. 183.60 feet to a point;

THENCE southeasterly by the arc of a curve having a radius of 20.00, 29.07 feet to a point on the westerly side of Brigham Hill Road;

THENCE S. 07° 58' 30" W. by the westerly side of Brigham Hill Road 90.62 feet to a point;

THENCE northwesterly by the arc of a curve having a radius of 20.00 33.76 feet to a point;

THENCE N. 88° 44' 30" W. 178.89 feet to a point;

THENCE S. 07° 58' 30" W. 180.68 feet to a point;

THENCE S. 01° 16' 30" E. 123.34 feet to a point;

THENCE N. 88° 43' 30" E. 167± feet to a point on the westerly side of Brigham Hill Road;

THENCE by the westerly line of Brigham Hill Road 100.4± feet a point;

THENCE S. 88° 43' 30" W. 158± feet to a point;

THENCE S. 01° 16' 30" <sup>E.</sup> 372.00 feet to a point;

THENCE S. 42° 43' 10" W. 2130.82 feet to a point;

THENCE N. 06° 14' 25" W. 627.98 feet to a point;

THENCE N. 08° 40' 59" W. 1604.59 feet to the point of beginning.

CONTAINING 45.9168 acres of land, according to said plan.

SUBJECT TO AND TOGETHER WITH the rights and benefits conferred and/or reserved by a certain Declaration of Easements and Covenants recorded May 10, 1994 as Instrument No. 57000.

FOREST HILLS CONDOMINIUMSCHEDULE B

|   |   |
|---|---|
| <u>Number of Units in Phase I:</u>          | Eight (8)   |
| <u>Number of Stories:</u>                   | 2 and 2-1/2 stories, plus basement  |
| <u>Principal Materials of Construction:</u> | Poured concrete foundations; wood-frame construction with wood studs, 7/16-inch O.S.B. sheathing and vinyl siding; asphalt shingle roofs. |



FOREST HILLS CONDOMINIUMSCHEDULE C  
TO THE MASTER DEED

Description of Units in Phase I of the Condominium, listed by Building, together with their respective percentage interests in the Condominium.

|      |                  |               |
|------|------------------|---------------|
| KEY: | BR = Bedroom     | K = Kitchen   |
|      | B = Bathroom     | L = Loft      |
|      | LR = Living Room | BT = Basement |
|      | DR = Dining Room | G = Garage    |

| <u>Unit<br/>Designation</u> | <u>Address</u>  | <u>Approximate<br/>Area*<br/>(Sq. Ft.)</u> | <u>Rooms</u>                        |
|-----------------------------|-----------------|--|-------------------------------------|
| <b><u>BUILDING 32</u></b>   |                 |  |                                     |
| 1                           | 3201 John Drive | 2596 SF                                    | LR/DR, K, 2BR<br>1-1/2 B, BT, G     |
| 2                           | 3202 John Drive | 2250 SF                                    | LR/DR, K, 2 BR<br>1-1/2 B, BT, G    |
| 3                           | 3203 John Drive | 2250 SF                                    | LR/DR, K, 2 BR<br>1-1/2 B, BT, G    |
| 4                           | 3204 John Drive | 2144 SF                                    | LR/DR, K, 2 BR<br>1-1/2 B, BT, G    |
| 5                           | 3205 John Drive | 2166 SF                                    | LR/DR, K, 2 BR<br>1-12 B, BT, G     |
| 6                           | 3206 John Drive | 2412 SF                                    | LR/DR, K, 2 BR, L<br>1-1/2 B, BT, G |
| 7                           | 3207 John Drive | 2476 SF                                    | LR/DR, K, 2 BR, L<br>2-1/2 B, BT, G |
| 8                           | 3208 John Drive | 2868 SF                                    | LR, DR, K, 2 BR<br>2-1/2 B, BT, G   |

**\*Note:** Square footage includes any basement or garage area

Unit Locations: See Site Plan recorded herewith.

Each Unit has immediate access to the exterior common areas and facilities.

FOREST HILLS CONDOMINIUMSCHEDULE D

Phase I: Building 32  
(John Drive)

| <u>Unit</u> | <u>Percentage Interest</u> |
|-------------|----------------------------|
| 1           | 13.26%                     |
| 2           | 11.79%                     |
| 3           | 11.79%                     |
| 4           | 11.79%                     |
| 5           | 11.79%                     |
| 6           | 12.67%                     |
| 7           | 12.67%                     |
| 8           | <u>14.24%</u>              |
| Total:      | 100%                       |

ATTEST: WQRC. Anthony J. Vigliotti, Register