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PHASED MASTER DEED
OF
INDIAN BROOK CONDOMINIUM

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This MASTER DEED of INDIAN BROOK CONDOMINIUM, made this 15th day of June, 1987, WITNESSETH THAT:

NEMPRO Development, Inc., a Corporation duly established under the laws of Massachusetts and having its usual place of business at 8 Cedar Street, Hopkinton, Massachusetts, hereinafter called the Declarant, being the sole owner of certain premises in Hopkinton, Middlesex County, Commonwealth of Massachusetts, hereinafter described, by duly executing and registering this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and propose to create and does hereby create, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end hereby declare and provide as follows:

I. Name of Condominium

The name of the condominium shall be INDIAN BROOK CONDOMINIUM. It is the intention of the Declarant to develop said Condominium in thirty (30) phases, designated as Phase I through Phase XXX, by amendment of this Master Deed as set forth in Article XIV hereof. Said Phases I through XXX are shown on a plan entitled, "Phase Plan-Site & Parking Plan of Indian Brook Condominium, Hopkinton, Ma., Prep. for: NEMPRO Development, Inc., Scale: 1" = 40' March 27, 1987 Prep. by: J. D. Marquedant & Associates Inc., Land Surveying & Engineering, 6 Walcott Street, Hopkinton, Ma.", said plan being part of the condominium plans hereafter referred to, all of which are filed herewith.

II. Description of Land

The premises that constitute the condominium hereby established comprise the land, together with the buildings and improvements thereon and to be constructed thereon, as shown on a Plan entitled, "Phase Plan-Site & Parking Plan of Indian Brook Condominium, Hopkinton, Ma., Prep. for: NEMPRO Development, Inc., Scale: 1" = 40' March 27, 1987 Prep. by: J. D. Marquedant & Associates Inc., Land Surveying & Engineering, 6 Walcott Street, Hopkinton, Ma.", to be filed herewith, and is bounded and described as set forth in Exhibit A attached hereto and made a part hereof by reference. Said plan shows the location of all buildings in Phases I, II, III, IV, V, VI VII, and VIII together with the proposed location of all buildings in Phases IX through XXX.

Said premises are subject to and have the benefit of all the rights, easements, restrictions, appurtenances, agreements, and reservations as are set forth in the Deed and are further subject to and have the benefit of the rights and easements reserved by the Declarant as described in this Master Deed.

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 SEE PLAN IN RECORD BOOK 1656 PAGE 513



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III. Definitions

All terms and expressions herein used that are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires. For the purposes of this document, the term "town home" shall mean "unit", the term "town home designation" shall mean "unit designation" and the term "town home owner" shall mean "unit owner" as those terms are used and defined in Chapter 183A of the General Laws of Massachusetts referred to above and shall, unless otherwise specified or otherwise clearly indicated by the context, have the same meanings herein as such terms do in Chapter 183A of the Massachusetts General Laws.

IV. Description of Buildings

Until the amendment of the Master Deed, as hereinafter provided in Article XIV to create Phases V through XXX of the Condominium, the units of the Condominium shall be only those included within the Buildings of Phases I through IV as shown on the Condominium plans filed herewith. Phases I through IV of the Condominium shall each consist of one (1) Building, each building containing four (4) town home residences.

The Buildings of the Phases are constructed principally of a poured concrete foundation, wood-frame construction and wood and cedar siding and an asphalt shingled roof.

The Buildings consist of two stories plus a basement area.

If Phases V through XXX are created, they shall consist of up to twenty-six (26) Buildings, each containing four (4) town home residences and shall be constructed of the same or similar material as the Buildings of Phases I through IV and shall be consistent with the quality of construction of Phases I through IV. In addition to the above, ancillary buildings needed for maintenance, etc., shall also be constructed.

V. Description of Town Homes and Boundaries

The designation of town home units in Phases I through IV of the Condominium and a statement of its location, approximate area, number of rooms, immediate common area to which it has access and other descriptive specifications thereof are shown on Exhibit B attached hereto and made a part hereof by reference.

All of the town homes in Phases I through IV of the Condominium are of three residence types, (a) all of the interior units in the Buildings, contain and include the following:

An entrance foyer; a kitchen, living room, dining room, and half bath on first floor; two bedrooms, a storage area, a full bath on the second floor. Each town home unit also contains and includes hallways, closets, interior stairways,



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a balcony off the bedroom on the second floor, a full basement, and a fireplace in the living room.

(b) All of the end units in the Buildings contain and include the following:

A kitchen with a breakfast nook, living room, dining room, bedroom and full bath on the first floor; a bedroom, study, storage area and full bath on the second floor. Each town home unit also contains and includes hallways, closets, interior stairways, a full basement, and a fireplace in the living room.

The boundaries of the town homes with respect to the floor, ceilings, and the walls, doors and windows thereof are as follows:

- (a) Floors: The upper surface of the subflooring or, in the case of the basement floor, the lower surface of the concrete floor slab.
- (b) Ceilings: The plane of the upper surface of the roof sheathing (exclusive of shingles).
- (c) Interior Building Walls between Units: The plane surface facing such unit of the wall studs.
- (d) Exterior Building Walls, Doors and Windows: As to exterior walls, the plane of the interior surface of the wall studs and as to the basement, the interior surface of the concrete walls; as to metal insulated doors providing access and egress to the unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the glass, and the planes of the exterior surfaces of the window or panel frames.

The town homes in Phases V through XXX of the Condominium, if created, shall be town homes in design and shall contain the same or similar features as and shall be consistent with the quality of the units in Phase I, II, III, and IV.

VI. Modification of Town Homes:

The owner of a town home unit may not, at any time, make any change or modifications to the exterior of said town home or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services, unless the same has been approved by a majority of the Board of Trustees of the INDIAN BROOK CONDOMINIUM TRUST as hereinafter described and in accordance with the terms of the by-laws thereof. The owner of any unit may, at any time and from time to time, change the use and designation of any room or space within such unit, subject always to the compliance with all applicable rules, regulations, ordinances, and laws of Hopkinton and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (a) the owners of any unit may, at any time



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or from time to time, modify, remove, and install nonbearing walls lying wholly within such town home unit, and (b) the owner or owners of two or more contiguous town home units held in common ownership may install connecting openings in the wall or walls between such contiguous units. Any and all work with respect to installation of interior nonbearing walls, the installation of connecting openings in walls between contiguous units, or other improvements, shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted to the Board of Trustees of the INDIAN BROOK CONDOMINIUM TRUST, in accordance with the terms of the by-laws thereof, which approval shall not be unreasonably withheld or delayed.

VII. Town Home Appurtenances

Each unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Sections XII and XIII of this Master Deed and the provisions of the by-laws of the INDIAN BROOK CONDOMINIUM TRUST and the rules and regulations promulgated pursuant thereto, to use and occupy the following:

(a) The patio or deck area(s) (including the concrete slab if any) immediately adjacent to each such unit, extending from the rear and/or front of each such unit in line with the wood parapet, if any, separating each such patio area, as shown or to be shown on the Site Plan referred to herein.

(b) Any parking spaces exclusively allocated to such unit by the Declarant or the Board of Trustees of INDIAN BROOK CONDOMINIUM TRUST pursuant to the provisions of this Master Deed and the by-laws of said Trust.

(c) All heating, ventilating, and air-conditioning equipment, if any, and facilities that serve only such town home unit, including air-conditioning compressor, if any, serving said unit.

Any outside parking space, as referred to in (b) above, shall be maintained and repaired as necessary by the Trustees of INDIAN BROOK CONDOMINIUM TRUST in accordance with the provisions of the by-laws thereof.

The patio area(s), if any, of a unit (except the wood parapet) and the shrubbery located thereon, and the heating, ventilating, and air conditioning equipment that serves only a single town home unit, referred to in (a) and (c) above, shall be maintained, repaired and replaced as necessary, by and at the sole and separate expense and risk of the owner of such town home unit.



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Provided, however, that, whenever pursuant to the terms hereof, maintenance, repairs, and replacements are to be done at the sole and separate expense and risk of the owner of a town home unit, (i) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the by-laws of the INDIAN BROOK CONDOMINIUM TRUST and the rules and regulations promulgated with respect thereto, and (ii) if the owner of any such town home unit shall fail or neglect to so maintain any such facility or area in a proper manner, said Trustees of the INDIAN BROOK CONDOMINIUM TRUST may do so and charge such unit owner for the cost thereof and the cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable therefor in addition to his share of the common expenses.

VIII. Common Areas and Facilities

Until the Master Deed is amended to create future phases of the Condominium, the common areas and facilities of the Condominium shall consist of the land described in Article II hereof and Buildings 1,2,3, and 4, including all parts of said Buildings and improvements thereon other than the units themselves; until such amendment of the Master Deed as aforesaid, the buildings numbered 5 through 30 shown to be within the boundaries of Phases V through XXX on the Phase Plan-Site & Parking Plan filed herewith, is specifically excluded from the common areas and facilities of the Condominium and the Declarant specifically reserves the right, in its sole discretion, at any time hereafter, to determine that it shall not create any or all of said Phases V through XXX of the condominium and in such event, the Declarant shall register a statement with the Registry District of Middlesex South stating that said Phase or Phases shall not be created by amendment to the Master Deed.

The common areas and facilities of the Condominium comprise and consist of:

- (a) the land described in the foregoing Article II hereof, together with the benefit of and subject to the rights and easements referred to in Article II hereof and the rights and easements reserved by the Declarant as described in this Master Deed;
- (b) those portions of the Buildings 1,2,3, and 4 not included within the boundaries of the units contained therein, including the foundations, structural columns, girders, beams, supports, exterior walls, party walls, and common walls, and roofs (shingles) of the buildings;
- (c) all conduits, ducts, pipes, plumbing, wiring, chimney, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, septic tanks, and sewer disposal systems, plants, tanks, leaching fields and all appurtenances thereto



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located without the units and all such facilities located within any town home unit that serve parts of the Condominium other than the town home within which such facilities are contained; as to sewage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the common areas and facilities;

(d) the maintenance building and sewer treatment plant with all appurtenances thereto, including all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines;

(e) the lawns, plants, shrubbery in the patio areas, landscaping, driveways, emergency access road, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets in the patio areas, if any, stairways and lighting fixtures (subject to such exclusive rights and easements appurtenant to town home units as hereinbefore set forth);

(f) the parking spaces now existing or to be created by future amendment(s) hereto, on the land referred to in clause (a) hereof (subject to the exclusive rights and easements appurtenant to town home units);

(g) all recreational facilities on the premises of the condominium;

(h) all other elements and features of the condominium property, however designated or described, excepting only the town home units themselves as herein defined and described, and all other items, listed as common areas and facilities in Massachusetts General Laws c. 183A, and located on the property and not referred to herein.

Said common areas and facilities shall be subject to the provisions of the by-laws of the INDIAN BROOK CONDOMINIUM TRUST, hereinafter referred to, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

The common expenses of INDIAN BROOK CONDOMINIUM TRUST shall include all expenses and charges relating to the operation, maintenance, repair, replacement and financing of the sewage treatment plant as well as any fines and penalties assessed against the Trust by public agencies for violations of applicable statutes and regulations related to the common areas and facilities, including the sewage treatment plant. The payment of all charges herein shall be made part of the monthly condominium fee.

The common expenses assessed to the Unit Owners by the Trustees shall be adequate to generate revenues sufficient to



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fund the proper operation and maintenance of the sewer treatment plant and to generate a capital replacement fund. In addition, the Trustees, on behalf of the Unit Owners, shall establish and maintain an escrow account with sufficient funds to provide for the emergency replacement of the sewer treatment plant.

Also with respect to said sewer treatment plant, Unit owners shall be responsible for insuring that the Trustees of INDIAN BROOK CONDOMINIUM TRUST comply with all applicable statutes, regulations or permit conditions relating to said plant.

Any unpaid assessment of common expenses shall constitute a lien on the Unit (together with the Unit's undivided interest in the common area and facilities) of the Unit Owner, subject to enforcement as provided for in Massachusetts General Laws Chapter 183A.

Any rule or regulation adopted by the Trust which relates to the sewer treatment plant shall require the prior written approval of the Division of Water Pollution Control, Department of Environmental Quality Engineering.

The use or maintenance of the common areas and facilities, including the sewer treatment plant and other sewer disposal systems in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the Department of Environmental Quality Engineering is hereby prohibited.

The owner(s) of each Unit shall be entitled to park one car in a parking space in the common area, such space to be designated by the Declarant, his successors and assigns, as hereinafter provided. The Declarant, his successors and assigns, shall have the right to grant to the owner(s) of each Unit the exclusive right and easement to use, for the purpose of parking cars, the outdoor parking spaces located on the premises described in Exhibit A attached hereto and shown on the Phase Plan-Site & Parking Plans recorded herewith as well as any amendment(s) thereto. The exclusive right and easement to use a parking space shall be appurtenant to the Unit with which it is conveyed, shall run with the land and shall be conveyed by the Unit Owner only together with the Unit to which it appertains, unless it is conveyed to the Condominium Trust or unless the Condominium Trust otherwise consents in writing thereto.

With respect to additional parking spaces not exclusively assigned to town home owners, the same shall be available for occasional use by all occupants of town home units, their tenants and their guests, subject to and in accordance with said by-laws and rules and regulations of said Condominium Trust. The use of any such exclusive parking space may be assigned by lease or otherwise, by the owner of the unit to which it is appurtenant to any other unit owner in the Condominium, but not to any other person.



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In addition to and not in limitation of the rights of town home owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each unit shall have, as appurtenant to such unit, the rights and easements, in common with the owner or owners of all other units and subject to like rights and easements appurtenant to such other units, to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to

- (a) the exclusive rights and easements herein granted to particular town home units in certain facilities;
- (b) the restrictions and other provisions herein set forth; and
- (c) the rules and regulations promulgated by the Board of Trustees of INDIAN BROOK CONDOMINIUM TRUST.

The Trustees of the INDIAN BROOK CONDOMINIUM TRUST shall have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of town home owners, to such areas of each town home unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws.

The Trustees of the INDIAN BROOK CONDOMINIUM TRUST shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for purposes; and no town home owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

IX. Encroachments

If any portion of the common areas and facilities encroaches upon any town home or any town home encroaches upon any other town home or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any town home, any adjoining town home, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the



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common areas and facilities upon any town home or of any town home upon any other town home or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

X. Floor Plans of Units

Simultaneously with the registering hereof there has been registered a set of the floor plans of Buildings 1,2,3, and 4 the units included in Phases I, II, III, and IV the Condominium, showing the layout, locations, unit designations, and dimensions of the units, stating the designation of the Building, and bearing the verified statement of a registered land surveyor certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units, as built. Floor plans with respect to units in future phases of the Condominium shall be registered with the amendment to the Master Deed creating such future phases.

XI. Percentage Interests in Common Areas and Facilities

Each town home unit of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage herein specified therefor as set forth in Exhibit C attached hereto and made a part hereof by reference. For so long as the only units in the Condominium are those comprised in Phases I, II, III, and IV, the percentages specified in the list set forth in Exhibit C hereof shall be the respective percentage interests of the units in the Condominium; and from and after the creation of said Phases V through XXX of the Condominium, if said Phases are created in accordance with the provisions of Article XIV hereof, the percentages shall be specified in an amended Exhibit and shall be the respective percentage interests of the units in the Condominium comprising the completed phases. The determination of the percentage interest of the respective town home in the common areas and facilities will be made upon the basis of the approximate relation which the fair value of each town home on the date thereof bears to the aggregate fair value of all the town homes in the Condominium.

XII. Purposes of Units

The purposes for which the buildings and the town homes and other facilities are intended to be used are as follows:

(A) Each of the town homes is intended to be used solely for residential purposes, subject to the restrictions set forth in the following Section XII; provided, however, that such town homes may be used by the Declarant hereof for other purposes temporarily pursuant to the provisions of, and subject to the limitations set forth in, the following Section XII (C).

(B) Without the prior written permission of the Trustees, the parking spaces are intended to be used solely for the parking of



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private passenger cars of occupants of town homes, their tenants and their guests and not for trucks or other commercial vehicles; provided, however, that locations for the parking or storage of trailers, boats or other vehicles or items owned by occupants of town homes may be specified in the by-laws of the Condominium Trust or in the rules and regulations promulgated pursuant thereto.

(C) As provided in the foregoing Section XII(A), and notwithstanding the provisions of the following Section XIII, the Declarant hereof may (a) let or lease units that are owned by him or her, and (b) use any town home unit owned or leased by him or her as models for display, as offices, or as storage areas, for purposes of construction, sale or leasing of town home units, insofar as permitted by applicable law and governmental regulations.

(D) Any and all recreational facilities included as such by the Declarant in the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the occupants of the town homes and their families and guests, subject to (a) provisions of the by-laws of the INDIAN BROOK CONDOMINIUM TRUST and rules and regulations promulgated pursuant thereto, and (b) provisions of the following Section XIII of this Master Deed.

XIII. RESTRICTIONS ON USE OF TOWN HOMES

Said town homes and the common areas and facilities of the Condominium shall be subject to the restrictions that:

(a) No such town home unit shall be used for any purpose other than as a dwelling;

(b) No business activities of any nature shall be conducted in any such town home, except (i) as provided in Paragraph (C) of Section XII, hereof, and (ii) that a person residing in any such town home unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain therein an office for his or her personal and professional use, but no employees or persons other than a resident of such town home shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for services to clients or patients;

(c) No unit or any portion thereof (other than a Unit owned or controlled by the Declarant) may be rented and no transient may be accommodated therein, without the written consent of the Board of Trustees. All leases of units shall be in writing and specifically made subject to the provisions of this Master Deed, the Condominium Trust and by-laws and all rules and regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder; and (i) such lessee executes a written agreement directly with the Trustees of the Condominium Trust under which he or she



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specifically agrees to observe and be bound by same. The foregoing provisions, however, shall not apply to leasing of units by Declarant prior to the initial sale thereof. If and to the extent necessary to comply with the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, the Board of Trustees may from time to time designate which Condominium Units may be rented and which Condominium Units may not be rented and for what periods of time. Notwithstanding anything to the contrary herein, any Units which the Board of Trustees and/or Declarant designate at the time of the initial closing as Investment Units shall always remain available for rental purposes. Excepting herefrom any mortgagee who takes title through foreclosure or deed in lieu of foreclosure or a subsequent purchaser from said mortgagee.

(d) No pet may be kept without the written approval of the Trustees. Dogs, cats or other pet animals or birds which have been approved by the Trustees shall not be kept in any such town home in such number or of such type as to be noisome or offensive to occupants of other town home units and shall be suitably controlled, leashed, or caged whenever they are on the Condominium premises outside the interior of any town home;

(e) The architectural integrity of the buildings and the town home units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Trustees of the Condominium Trust, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such town home unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, 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; provided, however, that the provisions of this subparagraph (d) shall not restrict the right of town home owners to decorate the interiors of their units as they may desire;

(f) All maintenance and use by town home owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification;

(g) All use and maintenance of such units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the provisions with respect thereto from time to time promulgated by the Trustees of the Condominium Trust and in accordance with the provisions of the by-laws of said Condominium Trust;

(h) No improper, offensive or unlawful use shall be made of the town home units or any part thereof, and all applicable laws,



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zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all unit owners.

Said restrictions shall be for the benefit of the owners of all of the Condominium units and the Trustees of INDIAN BROOK CONDOMINIUM TRUST as the persons in charge of the common areas and facilities, and shall be enforceable solely by said Trustees and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof. Said restrictions may be implemented and further defined by rules and regulations promulgated by the Trustees of the INDIAN BROOK CONDOMINIUM TRUST pursuant thereto.

XIV. Creation of Phases V through XXX

The Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium Phases V through XXX thereof, pursuant to and in accordance with the following provisions of this Article XIV. Phases V through XXX shall consist of and shall include the Buildings thereon shown to be within Phases V through XXX on the Phase Plan-Site & Parking Plan of INDIAN BROOK CONDOMINIUM filed herewith. With respect to said Phases V through XXX;

(a) The Declarant shall not amend this Master Deed so as to include such future Phases until the construction of the building containing the town home units in such Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A.

(b) Upon the registering of such amendment of this Master Deed so as to include said future Phases, the town home units in such Phase shall become units in this Condominium owned by the Declarant, and the common areas and facilities of this Condominium shall include the land hereinbefore described in Article II and the same elements, features, and facilities of the buildings and grounds which are described, defined, and referred to in the foregoing Article VIII hereof as common areas and facilities, including, without limitation, any and all recreational facilities constructed thereon. After the registering of such amendments of this Master Deed creating said future Phases, the total number of units in the Condominium, including Phases V through XXX shall be 120 town home units.

(c) If the Declarant has not so amended this Master Deed so as to include said future Phases in the Condominium within seven (7) years after the date of registering of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to said future Phases not then created; and



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(d) Nothing herein shall be deemed to obligate the Declarant to create any or all of said future Phases.

The Declarant, or his or her successors in interest, shall have the right, prior to the execution and registering of the amendment creating the said Phases, to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to town home units in said Phases.

Any such amendment creating future Phases shall contain with respect to said Phases all the particulars required by said Chapter 183A of the General Laws of Massachusetts. Without limitation of the foregoing, the designation of each unit in said Phases, a statement of its location, approximate area, number of rooms, and the immediate common area to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the amendment creating said Phase. No such amendment to this Master Deed shall be effective until it is registered with the Registry District of Middlesex South Registry.

Declarant further reserves the right for itself, its successors and assigns, its sole discretion, to abandon its intention to create any or all future Phases of the Condominium, as set forth above, and may, in its discretion, register a statement to said effect with the Registry District of Middlesex South, and upon the registering of said instrument, the rights hereinbefore reserved to create said future Phases shall thereby terminate upon the date of registering of said statement.

XV. Amendment of Master Deed

Except for the amendment creating Phases V through XXX described in Article XIV above, this Master Deed may be amended by an instrument in writing (a) signed by the owners of town home units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities, or (b) signed by the Trustees of the INDIAN BROOK CONDOMINIUM TRUST pursuant to Article IX, Section 2 of the Condominium Trust, and (c) duly registered with the Registry District of Middlesex South Registry; PROVIDED, HOWEVER, that:

(A) The date on which any such instrument is first signed by a Town Home Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so registered within six (6) months after such date;

(B) No instrument of amendment which alters the dimensions of any town home unit or affects the use of the unit or the exclusive use of a common area reserved to a unit hereunder shall be of any force or effect unless the same has been signed by the owners of the unit so affected;



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(C) Except as provided in, and in accordance with the provisions of, Articles XI and XIV of this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Town Home is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Town Home Units and said instrument is therein designated as an Amended Master Deed and subject to Article XXIII hereof;

(D) No instrument of amendment affecting any Town Home in a manner that impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such mortgage and no instrument of amendment that relates to matters described in Article X of the Condominium Trust shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Article X; and

(E) No instrument of amendment that alters the Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

(F) Notwithstanding anything contained in this Master Deed or in the Condominium Trust to the contrary, nothing in this Article XV contained nor in any amendment adopted pursuant hereto shall be deemed or construed to vitiate or impair the rights reserved to the Declarant in and by the provisions of Article XIV of this Master Deed, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include future Phases in the Condominium in the manner provided in said Article XIV. Further, no amendment to this Master Deed affecting the rights of the Declarant to amend this Master Deed without the consent of any Unit Owner or Mortgagee to create said Phases or affecting the Declarant's rights under Article XXII of this Master Deed may be made without the written consent of the Declarant or its successors and assigns.

(G) No amendment under Articles XIV or XV of the Master Deed or under Article XIII of the INDIAN BROOK CONDOMINIUM TRUST shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to the sewer treatment plant or any provisions therein which require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering or its successors.

XVI. Organization of Unit Owners

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the INDIAN BROOK CONDOMINIUM TRUST under Declaration of Trust dated June 15, 1987, to be



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registered herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The original and present Trustees thereof are J. Timothy Healon, Robert C. Pratt, and James M. McBride having a usual place of business at 8 Cedar Street, Hopkinton, Massachusetts. Said Trustees have enacted by-laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of Massachusetts.

In addition, the INDIAN BROOK CONDOMINIUM TRUST may not be terminated without the prior written approval of the Division of Water Pollution Control, Department of Environmental Quality Engineering.

XVII. Applicability of Chapter 183A

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

All present and future owners, tenants, visitors, servants, and occupants of units shall comply with, the provisions of this Master Deed, the Unit Deed, the Trust and by-laws, and the rules and regulations, as they may be amended from time to time, and the said items affecting the title to the Property as set forth herein. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, Trust, by-laws, and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or occupancy thereof. In furtherance of the foregoing and not in limitation thereof, the Trustees of the INDIAN BROOK CONDOMINIUM TRUST shall have the power and right to terminate any lease or occupancy arrangement



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or to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of this Master Deed, the Trust, by-laws or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

XVIII. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

XIX. 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 that may occur.

XX. 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.

XXI. 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 effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

XXII. Declarant's Reservation of Rights; Assignment of Declarant's Rights

In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create future Phases as set forth in Article XIV hereof, Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the rights and easements to use, occupy, and alter, for construction purposes necessary or desirable in order to construct the Buildings and Condominium units in future Phases thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.



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Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, 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 Phases I through XXX are conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the land described in Article II hereof 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 in connection with the creation and construction of said Phases I through XXX; the right to lay, maintain, repair and replace, construct, install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units in Phases I through XXX and the common areas and facilities and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage treatment plant to serve any and all of the Condominium units in Phases I through XXX and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing said future Phases; to construct buildings and improvements on the land described in Article II hereof and as shown on the Phase Plan - Site and Parking Plan filed herewith and to engage in full activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said future Phases; to store construction materials, equipment, and supplies in those portions of the common areas 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 the day) the use by Unit 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 areas 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, electric, gas, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of said future Phases or in order to facilitate the installation of appliances or fixtures in the units or common areas and facilities under construction without liability for such interruption of service, provided however that



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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 Condominium units in Phases I through XXX and the common areas and facilities in connection therewith.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the by-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

XXIII. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provision of this Condominium Trust or the Master Deed:

- (a) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Unit and not to the Condominium as a whole.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;
- (c) Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless of all of the first mortgagees holding mortgages on individual Units in the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to this Condominium Trust or otherwise, shall be entitled to:
 - (i) by act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the pro-rata 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;



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(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(d) In no case shall any provision of the Condominium Trust give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.

(e) Any holder, insurer or guarantor of a first mortgage on a Unit, upon request to the Trustees of the Condominium Trust, will be entitled:

- (i) to written notification from the Trustees of the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under the Master Deed or the Condominium Trust which is not cured within sixty (60) days;
- (ii) to inspect the books and records of the Condominium Trust during normal business hours;
- (iii) to receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust provided free of charge;
- (iv) to written notice of all meetings of the Condominium Trust, and to be permitted to designate a representative to attend all such meetings;
- (v) to written notice from the Trustees of the Condominium Trust of any lapse, cancellation of material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

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- (vi) to prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.
- (f) Any material amendment (i.e. other than to correct technical errors or for clarification) which adds to or amends any provision which establishes, provides for, governs or regulates any of the following:
 - (i) voting rights;
 - (ii) assessments, assessment liens or subordination of such liens;
 - (iii) reserves for maintenance, repair and replacement of common areas;
 - (iv) insurance or fidelity bonds;
 - (v) reallocation of interest in the common areas or rights to their use;
 - (vi) responsibility for maintenance and repair of the Condominium;
 - (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
 - (viii) boundaries of any Unit;
 - (ix) the interest in the common areas;
 - (x) convertability of Units into common areas or of common areas into Units;
 - (xi) leasing of units;
 - (xii) imposition of any right of first refusal or restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
 - (xiii) any provisions which are for the express benefit of mortgage holders, insurers, or guarantors of first mortgages on Units;
 - (xiv) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;

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(xv) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in the Master Deed and this Trust; and

(xvi) any action to terminate the Condominium after substantial destruction or condemnation occurs;

shall require the approval of at least sixty-seven (67%) percent (according to percentage interest) of those mortgagees who have made written request of the Trustees of this Trust for notice of any such proposed amendment. As used herein, an "Eligible Mortgage Holder" shall be defined as any holder of a First Mortgage on a Unit who has made such a written request of the Trustees. Any Eligible Mortgage Holder shall be entitled to at least thirty (30) days' written notice of such proposed amendment, which notice may include the request for the mortgagee's approval. Any Eligible Mortgage Holder who receives a written notice to approve any such amendment and for which is for purposes of correcting technical errors or for clarification only and who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved the amendment.

(g) The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarant, which exceeds a term of three (3) years, and any such agreement shall provide for the termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

It is intended that the provisions of this Article XXIII and all other provisions of this Trust comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Article XXIII shall not be amended without the written consent of at least sixty-seven (67%) percent of the first mortgages of the Units.

XXIV. Termination

Except as stated in Article XVI, the Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest in this Trust, and sixty-seven (67%) percent of the mortgagees may terminate the condominium and remove it from the provisions of Massachusetts General Laws Chapter 183A.

