

MASTER DEED  
DECLARATION OF CONDOMINIUM  
EASTERN POINT CONDOMINIUM

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NORTH QUINSIGAMOND REALTY TRUST, a Massachusetts trust created by Declaration of Trust, recorded in Worcester District Registry of Deeds, Book 7528, Page 137, with an usual place of business at 159-181 North Quinsigamond Avenue, Shrewsbury, Massachusetts, hereinafter referred to as the "OWNER", being the sole owner in fee simple of certain premises located in Shrewsbury, Worcester County, Massachusetts, hereinafter described as the property, being more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof, hereby declare on behalf of itself, its successors and assigns to their grantees and their respective heirs, successors and assigns, executors and administrators as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property that it as Owner proposes to create and does hereby create a Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, including amendments thereto on the above described property and that the property above described from and after the date of recording of this Declaration in the Worcester District Registry of Deeds, shall be and continue subject to each and

all of the terms hereof and of said Massachusetts General Laws, Chapter 183A as amended from time to time until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the CONDOMINIUM DOCUMENTS, unless otherwise provided, or unless the context required otherwise, the following terms shall be defined as in this Article provided.

- 1) UNIT: Any one of those parts of the buildings shown on a Plan entitled "Eastern Point Condominiums", in Shrewsbury, MA., dated November 16, 1984 as Phase I, II, III, IV or V labeled by a number from 1 through 40, recorded in Worcester District Registry of Deeds Plan Book 527, Plan 101.
- 2) CONDOMINIUM TRUST OWNER: North Quinsigamond Realty Trust, its successors and assigns.
- 3) UNIT OWNER: The person, persons or entity holding title in fee simple to a Unit.
- 4) ASSESSMENT: That portion of the cost of maintaining, repairing and managing the property.
- 5) TRUST: Eastern Point Condominium Trust and its successors, a duly organized Trust formed under the laws of the Commonwealth of Massachusetts General Laws Chapter 183A for the purpose of managing and regulating the condominium, its common areas and facilities.
- 6) BUILDING: All of the structures located on the property.

- 7) COMMON ELEMENTS: The common areas and facilities are all that part of the PROPERTY which is not within the Units as such UNITS are shown on the SITE PLAN or which exists within the UNITS by virtue of an easement herein created.
- 8) COMMON EXPENSES: The actual and estimated costs of:
  - a) Maintenance, management, operation, repair and replacement of the COMMON ELEMENTS and those parts of the UNITS as to which, pursuant to other provisions hereof, it is the responsibility of the TRUST to maintain, repair and replace;
  - b) Management and administration of the Trust, including, without limiting the same, to compensation paid by the TRUST to a managing agent, accountants, attorneys and other employees;
  - c) Any other items held by or in accordance with other provisions of this Declaration or the CONDOMINIUM DOCUMENTS to be COMMON EXPENSES.
- 9) COMMON SURPLUS: The excess of all receipts of the Trust including but not limited to assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.
- 10) CONDOMINIUM DOCUMENTS: This Declaration and the EXHIBITS annexed hereto as the same from time to time may be amended.
- 11) DEVELOPER: ROBERT A. COLE INC., its successors and assigns.

- 12) PERSON: Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
- 13) PLANS AND SPECIFICATIONS: Those referred to herein.
- 14) PROPERTY: As defined and described in this Declaration and further described in Exhibit A attached hereto and made a part hereof.
- 15) SHARE: The percentages of ownership interest in the common areas and facilities as designated on Exhibit B attached hereto and made a part hereof.
- 16) SITE PLAN: That document recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 101.

II. CONDOMINIUM NAME: The name of this Condominium is EASTERN POINT CONDOMINIUM.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of Unit Owners is EASTERN POINT CONDOMINIUM TRUST through which the Unit Owners will manage and regulate the Condominium which Trust has been formed under Declaration of Trust dated November 28, 1984 and recorded herewith, Trustees of which are RONALD E. CARLSON, 175 Crescent Street, Shrewsbury, MA; ROBERT A. COLE, 5 Colonial Drive, Shrewsbury, MA; and CHARLES F. DODSON, 610 Salisbury Street, Worcester, MA. Each Unit Owner shall have a beneficial interest in said Trust in proportion to his or her percentage of interest in the common areas and facilities. The Trust has enacted By-Laws in accordance with the provisions of Massachusetts General Laws, Chapter 183A which ByLaws are contained in the TRUST AND BY-LAW DOCUMENTS.

IV. DESCRIPTION OF LAND: The premises which constitute the Condominium comprise the land situated in Shrewsbury, Massachusetts on North Quinsigamond Avenue, containing 4.25 acres of land and shown on a plan entitled "Eastern Point" a Plan in Shrewsbury, Massachusetts dated November 16, 1984 and recorded in Worcester District Registry of Deeds in Plan Book 507, Plan 101 as more particularly described as Exhibit "A" attached hereto. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, so far as the same may now be in force and applicable as more particularly described in Exhibit "A" and subject further to the rights reserved by the Owners. The Developer shall have the exclusive right to construct Phase I through Phase V as described in said Site Plan and during such construction shall have the right to install and/or grant easements for the installation of utilities and by the acceptance of a deed or mortgage covering a Unit, each Unit Owner and mortgagee irrevocably appoints the Developer as his, her or its attorney in fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements.

V. DESCRIPTION OF BUILDINGS:

PHASE I: Consists of a Building containing six units of two and one half story town houses and shown of the Site Plan as numbers 1, 2, 3, 4, 5 and 6 respectively.

PHASE III: Consists of a Building containing eight units of two and one half story town houses shown on the Site Plan as numbers 23, 24, 25, 26, 27, 28, 29 and 30 respectively.

PHASE IV: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plan as numbers 7, 8, 9, 10, 11, 12, 13 and 14 respectively.

PHASE V: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plan as numbers 15, 16, 17, 18, 19, 20, 21 and 22 respectively.

The Buildings in Phase I through Phase V will be of wood form construction with concrete foundations and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with front metal doors and rear sliding glass doors. All windows are triple insulated glass with wood exteriors.

All units will be provided with Solariums. Units designated on Plan as style C & D shall have a two story Solarium.

Units designated on Plan as style B & E shall have a one story Solarium.

Units designated on Plan as style A & F shall have a combined one story and two story Solarium.

All Units will be provided with a chimney. Units designated on Plan as style C & D shall have a chimney attached to the rear of the Unit.

Units designated on Plan as style A & F shall have a chimney attached to the side of the Unit.

Units designated on Plan as style B & C shall have a chimney projecting from the roof above the Unit.

All Units shall have an exclusive easement to use the chimney in the Unit beyond the Unit ownership described in Paragraph VI for the purpose for which its use is intended.

All Units except those located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on Plan as style A, B, E & F shall have one wooden deck with wooden railings located on the rear of the Unit.

Units designated on Plan as style C & D shall have two wooden decks with wooden railings thereon located on the front of the Unit.

Units located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on Plan as style A, B, E and F shall have two wooden decks with wooden railings located on the rear of the Units.

Units designated on Plan as style C & D shall have three wooden decks with wooden railings - two shall be located on the rear of the Unit and the 3rd shall be located on the front of the Unit.

All Units located in Phase II shall have walk-out basements in the rear of the Unit.

Units numbered 37, 38, 39 and 40 in Phase II will have garages constructed under the town houses.

All units, except Units 37, 38, 39 and 40 will have a detached garage that is numbered on the Site Plan with the same unit number, and shall have an exclusive easement to such detached garage and the driveway thereto.

All units shall have an exclusive easement to the patio located in rear of such unit except unit no.'s 37, 38, 39 and 40 shall have no patio.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

VI. DESCRIPTION OF UNITS: The residential units of the Condominium and the designation, location, approximate area, immediately accessible, common areas, and other necessary data are set forth in the Plan recorded in Worcester District Registry of Deeds, Plan Book 527 Plan 101

All units in Phases I through V consist of two and one half story town houses with full basement and shall have an appurtenant thereto an exclusive easement to a detached garage and the driveway thereto, except units 37, 38, 39 and 40 in Phase II shall have a garage underneath the town houses in the basement thereof.

All units shall contain a full basement, living room with fireplace, dining room, kitchen, solarium (either one story, two story, or combined one and two story, as designated in Article V), powder room, master bedroom with fireplace, two (2) bedrooms, a plumbing module in bath or baths as selected by Unit Owners, loft room, patio and deck or decks, except fireplace in bedroom may be omitted or located in the basement as an option. (See specific designations in Article V).

All units have access to common areas and facilities from both front and rear doors.

The location of each unit in all phases is as shown on the Site Plan.

There shall be appurtenant to each unit the perpetual

right for the unit owner to use in common with other unit owners in the common areas and facilities for ingress and egress from the unit and for all other purposes for which the common areas and facilities are intended to be used.

The boundaries of unit ownership in all units are as follows:

- A. FLOORS: The upper surface of the concrete floor or the upper surface of the wood subflooring, as the case may be.
- B. CEILINGS: The plane of the lower surface of the ceiling or roof joists, as the case may be.
- C. INTERIOR BUILDING WALLS: The plane of the surface facing such unit of the wall studs.
- D. INTERIOR WALLS BETWEEN UNITS AND COMMON AREA: The plane of the wall studs facing such unit.
- E. EXTERIOR BUILDING WALLS, DOORS AND WINDOWS: As to walls, the plane of the interior surface of the wall studs or interior surface of the masonry wall, as the case may be; as to doors, the exterior surfaces thereof; and as to windows (including skylights) the exterior surfaces of the glass and window frames.

VII. EASEMENTS AND RESERVATIONS: All units except Units 37, 38, 39 and 40 in Phase II shall have an appurtenant thereto an exclusive easement to a detached garage and the driveway thereto bearing the same number of his unit on the Site Plan. Unit Owners 37, 38, 39 and 40 shall likewise have an exclusive easement to the driveway leading to the garage located beneath their unit.

The use of all easements areas shall be subject to the provisions of this Master Deed and the By-Laws of the Eastern Point Condominium Trust.

To the extent that any unit shall encroach on any other unit or on the common areas or the common areas shall encroach upon any unit due to settling of the building or as a result of duly authorized reconstruction or repairs due to a casualty loss or otherwise, there shall exist a valid easement in favor of such unit or common areas for such encroachment.

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, public utility lines and the common facilities serving such other units and located in such unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities contained therein or elsewhere in the Building.

VIII. DESCRIPTION OF COMMON AREAS AND FACILITIES AND

PROPORTIONATE INTEREST OF EACH UNIT THEREIN: The Common Areas and facilities of the Condominium include the land as set forth in the Site Plan, subject to and with the benefit of the easements and exceptions as set forth therein, the foundation, beams, supports, girders, party wall, common wall, roofs, balconies, entrances, portion of chimneys located beyond boundaries of unit ownership described in Paragraph VI, exits and walkways to all buildings, all pipes, conduits, wiring and all other utility installations which furnish service to more than one of the units, the yards, lawns, gardens and recreational facilities, lighting serving common areas of the Condominium and all other parts of the Condominium necessary

or convenient to its existence, maintenance and safety or normally in common use, all items not included within the Unit, and such other items as may be located on the premises and designated as common areas under the provisions of Chapter 183A.

The Owners of each Unit shall be entitled to use the common areas and facilities in accordance with their intended use and shall own an individual interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such unit.

The common areas and facilities shall be used, owned and regulated in accordance with and subject to the provisions of the Eastern Point Condominium Trust, and its By-Laws, as now exist or as may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto.

Each Unit Owner shall be entitled to the undivided interest in the common areas and facilities as designated on Exhibit "A" attached hereto and made a part hereof. Each Unit Owner's proportional interest is based upon the approximate relation that the fair value of his respective Unit bears to the aggregate fair value of all the units as of the date hereof.

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

IX. COMMON ELEMENTS USE: The Common Elements shall be used in accordance with and subject to the following provisions:

(1) Covenant against Partition: In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his or her interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the Buildings are no longer tenantable, whichever first occurs.

(2) Rules and Regulations Promulgated by the Trust: No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time and by promulgated by the Trust. Without in any manner intending to limit the generality of the following, the Trust shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to members of the Trust, their families, guests and invitees. The Trustees may by a majority vote to assess a fine of five (\$5.00) dollars per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines shall be payable within thirty days from the time notice of assessment is given to the Unit Owner by the Trustees. Such notice shall be delivered by certified mail.

The Trust as its option may enforce collection of the above mentioned fine, and any other assessments against Unit Owners, by a suit at law or by foreclosure of the liens securing the fine, fines or assessment or by any other competent proceeding and in any event, the Trust shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen (18) percent per annum, and all costs incident to the collection of the action, suit or proceedings, including without limiting the same, to reasonable attorney's fees.

(3) Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Trust, but nothing herein contained however shall be construed so as to preclude the Trust from delegating to persons, firms or corporations as may be approved by the Trustees of the Trust.

(4) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from the Unit Owners as assessed, in accordance with the provisions elsewhere herein.

(5) Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

(6) The Trust shall have the right to make or cause to be made such alterations and improvements to the Common Elements

(which do not prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alterations and improvements are first approved by the Trustees of the Trust:

- (a) If Fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make improvements to the common areas and facilities, and assess the cost therefore, the cost of such improvements shall be borne solely by the Owners so agreeing.
- (b) Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the costs thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of the County in which the property is located, on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

X. USE OF THE UNITS: The Buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his

permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use, except in the manner and to the extent hereinafter provided.

Until all of said Units have been sold by said Developer, the Developer and successors of the Developer may lease Units which have not been sold and use and Units owned by the Developer as models for display for purposes of sale or leasing or as an office incidental thereto and in furtherance thereof may place signs or placards on the property.

- (a) No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their families, and no Unit or any portion thereof may be used as professional or business offices held out, used or advertised as a place for service to clients or patients.
- (b) No unit shall be rented, let, leased or licensed for use or occupancy by other than the Owners except to persons who have just been approved in writing by said Trustees, and no unit rented, let, leased or licensed for use or occupancy by other than the Owners for a term of less than ninety (90) days and for no more than three (3) separate tenancies during a one year period except to persons who have just been approved in writing by the said Trustees, provided, however, that such right of

approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color or national origin, nor otherwise be unreasonably withheld, all as provided for in the Eastern Point Condominium Trust and the Rules and Regulations promulgated pursuant thereto.

- (c) In order to preserve the architectural coherence and integrity of the Buildings and Units, without the prior written consent of a majority of the Trustees of Eastern Point Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, property or feature shall be erected or placed upon or attached to any such Unit or any part thereof; and no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalomania or other decorations shall be done on any exterior part or exterior surface of any Unit nor on the exterior surface of any window.
- (d) Any and all recreational facilities included as a part of the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the Unit Owners and their families and guests, subject to provisions of the

By-Laws of the Eastern Point Condominium Trust and to the Rules and Regulations promulgated pursuant thereto.

- (e) Without the prior written permission of a majority to the Trustees of Eastern Point Condominium Trust surface parking areas shall not be used for parking or storage of trucks, commercial vehicles or unregistered vehicles and shall be used solely for registered private passenger cars. The Owner of a Unit may lease or otherwise grant the right of use of detached garages appurtenant to such Unit to an occupant of any Unit in the Condominium but not to any other person or persons. Notwithstanding the foregoing provision, such lease or grant of the use of the assigned parking space shall automatically terminate upon transfer of the Unit by the Owner so leasing or granting the said detached garages.

The remaining parking spaces as shown on the Site Plan may be used, in accordance with such Rules and Regulations as said Trustees may from time to time establish, for occasional parking by Unit Owners and their guests.

- (f) No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of Eastern Point Condominium Trust or of any Rules and Regulations from time to time adopted pursuant thereto.

- (g) Unless otherwise permitted in writing by the Trustees no Unit shall be used for any purpose other than as a dwelling for not more than six (6) occupants related by blood or marriage, or as a dwelling for no more than three (3) unrelated occupant Owners

No Unit Owners shall be liable for any breach of the restrictions contained herein except for any breach which occurs during the ownership of such Unit Owner. Said restrictions shall be for the benefit of each Owner of each Unit and may be enforceable also by the Trustees of Eastern Point Condominium Trust.

Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and implied use resulting from first submit plans and specifications of the work to be accomplished to the Board of Trustees of Eastern Point Condominium Trust together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. The failure of the Board of Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

(h) Failure of the Trust or their designees to disapprove any plans submitted to them under this Section (Section XI) within thirty (30) days from their submission shall be deemed approval. All work on such Unit shall be done in accordance with said plans and shall be performed in a good and workmanlike manner in conformity with the quality of the existing material and workmanship therein, in accordance with all laws, and ordinances and in such manner as not to cause a nuisance to any other unit owner or owners.

(i) Each Unit Owner shall have the obligation to repair and maintain those elements of his or her unit which are necessary to maintain the structural or architectural integrity of the condominium or are necessary to the enjoyment of any other unit in the Condominium. Each Unit Owner shall be liable for the damages caused by his or her failure to perform the necessary repairs and maintenance as set forth above. In the event that the Unit Owner shall fail to perform the required repairs, the Trust may if it elects to do so, make such repairs and shall be reimbursed by the Unit Owner. The Unit Owner shall also reimburse the Trust for any expenses incurred in repairing or replacing any common area or facility damaged through his fault. The Trustees of Eastern Point Condominium Trust or their agent or agents

shall have access to each unit from time to time during reasonable hours for the maintenance and repair of such unit pursuant to the above or any of the common areas and facilities therein or accessible therefrom and shall have access at any time for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units.

- (j) These restrictions shall be for the sole benefit of the Owners of all of the units and the Trustees of Eastern Point Condominium Trust owners of the Common Areas and facilities, shall be enforceable only by said Trustees and shall insofar as permitted by law, be perpetual, and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.
- (k) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of condominium project. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction,

either to restrain or enjoin violation or to recover damages or both, against any condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Trustees or the Owner of any Condominium Unit to enforce any covenant or restriction herein containing shall in no event be deemed a waiver of the right to do so thereafter.

- (1) No resale signs of the Unit by the Unit Owner shall be permitted to be displayed in any manner except as may be approved in writing by the Trustees of Eastern Point Condominium Trust.

XI. - AMENDMENTS TO MASTER DEED:

- A. By the Unit Owners and the Trustees: This Master Deed may be amended by an instrument in writing;
1. signed by the owners of the units entitled to seventy-five percent or more of the undivided interests in the common areas and facilities, and;
  2. signed and acknowledged by a majority of the Trustees of the Eastern Point Condominium Trust; and
  3. duly filed with the Worcester District Registry of Deeds, provided, however, that :
    - a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same has been so filed within four (4) months after such date;
    - b. 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; said instrument is subject to Article XII of this Master Deed;

- c. 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 the Owners of all of the Units (and said instrument is filed as an Amended Master Deed).
- d. No instrument of amendment which alters the property line between two contiguous Units or which alters that portion of the common areas and facilities which exist within the walls, floors, or ceilings of such contiguous Units shall be of any force or effect unless signed by the Owners of all the Units, (a) the property lines of which are being altered, or (b) which are immediately contiguous to that section of the floors, walls, or ceilings in which the common areas and facilities are being altered, as the case may be; (c) such instrument of amendment is to be signed by two thirds (2/3) of all Unit Owners and first mortgagees; and said instrument of amendment states that such alteration (1) will not jeopardize the soundness or safety of the building portion of the Condominium (2) will not adversely affect any other Units and (3) does not affect the exterior walls of said building.

- e. No instrument or amendment which purports to increase or decrease or redefine the property defined herein as common areas and facilities shall be of any force or effect unless signed by the Unit Owners entitled to 100% of the undivided interest in the common areas and facilities; provided, however, that this subparagraph does not apply to any instrument of amendment executed in accordance with the provisions of subparagraph e of this section XI, if such instrument of amendment does not purport to increase or decrease or redefine the property defined herein as common areas and facilities
- f. No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money first or second mortgage held by the Developer, its successors or assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and
- g. 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 said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

B. BY DEVELOPER:

This Master Deed may be amended by the Condominium Trust Owner, acting solely, without the necessity of consent from any Unit Owner, Trustees or mortgagees, for the purpose of completing Phases 2 through 5 in accordance with the following:

The Buildings and Units to be added in each Phase of the Condominium shall be shown on the Site Plan and the Condominium Trust Owner reserves the right, subject to approval of the Board of Appeals and/or Planning Board of the Town of Shrewsbury as and to the extent that such approval shall be required, to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phases 2 through 5 provided, however, that all units will be of the same type and quality of construction as the other Units. The Condominium Trust Owner reserves the right to construct the additional Phases in an order different than the numerical order indicated on the Site Plan. Any substantial change in any Unit or change in the order of completion of the Phases may amend the percentage interest as set forth in Exhibit "B" to reflect the continued approximate relationship of the fair value of each unit at any time to the aggregate fair value of all units which are at any such time a part of the Condominium.

The determination by the Condominium Trust Owners of such fair value shall be conclusive on all parties in interest who shall be deemed to have agreed to the determination of such fair value by the Condominium Trust Owner by the acceptance of the deed, mortgage, or other instrument under which such party acquired his or her interest in the Condominium or any Unit therein.

#### XII THE TRUST:

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Eastern

Point Condominium Trust under Declaration of Trust dated November 28, 1984 to be filed herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

Ronald S. Clark

175 Crescent Street  
Shrewsbury, MA

John A. De

5 Colonial Drive  
Shrewsbury, MA

Robert F. Dodson

610 Salisbury Street  
Worcester, MA

Said Trustees have enacted By-Laws which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

XIII UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS AND RULES AND REGULATIONS.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Trust, the By-Laws and the Rules and Regulations, as they may

be amended from time to time. 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 thereof.

XIV CONDOMINIUM TRUST OWNERS ADDITIONAL RIGHTS; ASSIGNMENT OF CONDOMINIUM TRUST OWNERS RIGHTS.

In addition to all other rights of Condominium Trust Owner reserves unto itself its workmen, servants, contractors, and work crews, the following rights for a period not to exceed seven (7) years from date: access, ingress and egress over and upon the Common Areas and Facilities, including all roof as necessary to facilitate the work of reconstruction, rehabilitation, improvement and other work in progress or contemplated by Developer during normal working hours; to store construction materials, equipment and supplies in the portions of the basement areas of the Buildings not subject to rights of exclusive use appurtenant to any Unit and to use and operate machine tools in the basements; to restrict, (for periods of not more than six (6) hours at any time during any one day) the

use by Unit Owners of Common Areas to facilitate construction or for purposes of safety (provided 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 from time to time provided the same do not endanger safety and provided Developer removes all such debris as soon as reasonably practicable; to interrupt for brief intervals of time not exceeding four (4) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Areas under construction, provided that in each such instance of interruption, Condominium Trust Owner shall diligently attempt to give all occupants of the Units such advance notices as practical under the circumstances; to park vehicles used in connection with the construction work or incidental thereto in parking spaces reserved for guests or appurtenant to Units owned by the Developer; all such other rights as the Developer may deem reasonably necessary to complete construction of the premises provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Condominium Trust Owner, 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, firm or entity as may be determined by Condominium Trust Owner, or to the Condominium Trust.

XV. MISCELLANEOUS.

a. 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.

b. 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.

c. 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.

d. Definitions: 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.

e. Conflicts, Ambiguities: The Units and Common Areas and facilities and the Unit Owners and the Trustees of the Eastern Point Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as from amended and in all respect not specified in this Master Deed or in the Declaration of Trust of the Eastern Point Condominium Trust and By-Laws set forth therein, shall be governed by the provisions

of Chapter 183A and their relation to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in this Master Deed conflict with the provisions of said statute the provisions of said statute shall control.

XVI. PROVISIONS FOR PROTECTION OF MORTGAGEES.

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium 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 (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend the Master Deed or the By-Laws of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee;

- (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 of the By-Laws of the Condominium Trust;
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, unless seventy-five (75) percent of the First Mortgagees (based upon one vote for each first mortgage owned), or Unit Owners (other than the Declarant), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:
  - (1) by any action or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain, or

- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of
  - (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (2) determining the pro rata share of ownership of each unit in the common areas and facilities;
- (iii) partition or subdivide any Unit; or
- (iv) 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;
- (v) use hazard insurance proceeds on account of losses to either the Units of the common areas and facilities of the Condominium for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities;

- (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 the Condominium as a whole;
- (f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities;
- (g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:
  - (i) written notification from 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 this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;
  - (ii) inspect the books and records of the Condominium Trust at all reasonable times;

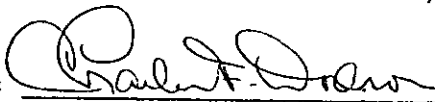
- (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings, and;
- (v) receive prompt written notification from the Condominium Trust 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;
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notices.

The Declarant intends that the provisions of this Paragraph XVI shall comply with the requirements of the Federal Home Loan Mortgage Corporation 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.

The provisions of this Paragraph XVI may not be amended or rescinded without the written consent of all First Mortgagees which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Worcester District Registry of Deeds.

IN WITNESS WHEREOF, NORTH QUINSIGAMOND REALTY TRUST, has caused this Master Deed to be duly executed under seal this 28th day of November, 1984 and delivered by its proper officers thereunto duly authorized on the day and year first above written.

NORTH QUINSIGAMOND REALTY TRUST,

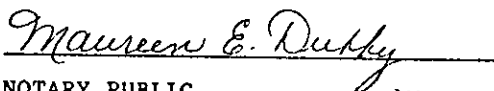
BY: 

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

DATE: November 28, 1984

Then personally appeared the above named CHARLES F. DODSON, and acknowledged the foregoing instrument to be the free act and deed of North Quinsigamond Realty Trust, before me.



NOTARY PUBLIC

MAUREEN E. DUFFY  
Notary Public

MY COMMISSION EXPIRES: My Commission Expires 8/15/91

EXHIBIT "A"

LAND COURT PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at land of Ronald Maloney;

THENCE S.  $00^{\circ} 42' 50''$  E. 45.38 feet by said westerly sideline of North Quinsigamond Avenue to a point;

THENCE S.  $05^{\circ} 42' 30''$  E. 329.72 feet by said westerly sideline of North Quinsigamond Avenue to a point at parcel no. 1;

THENCE S.  $75^{\circ} 56' 00''$  W. 340.00 feet, more or less, by parcel no. 1 to a point at Lake Quinsigamond;

THENCE Northwesterly 434.00 feet, more or less, by Lake Quinsigamond to a point at land of said Maloney;

THENCE N.  $76^{\circ} 50' 14''$  E. 346.00 feet, more or less, by land of said Maloney to the point of beginning.

Said parcel contains an area of 145,700 square feet, more or less, and is shown as parcel no. 2 on a plan entitled "Eastern Point Condominiums in Shrewsbury, Mass. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Document No. 34836
2. A 20' wide restrictive easement along northerly lot line of said parcel. See Document No. 39528.
3. Highway location and easement, County of Worcester. See Document No. 20726. Subject to flowage rights to the Commonwealth of Massachusetts dated July 16, 1941 and recorded in Book 2823, Page 379.
4. Subject to the rights of the Commonwealth to flow the land registered to an elevation of 359.43 feet.

EXHIBIT "A"

NON-REGISTERED PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at parcel no. 2;

THENCE S.  $05^{\circ} 42' 30''$  E. 51.24 feet by said westerly sideline of North Quinsigamond Avenue to a point at land of Dorey;

THENCE S.  $04^{\circ} 33' 23''$  E. 93.84 feet by land of said Dorey to a point;

THENCE S.  $64^{\circ} 53' 29''$  W. 301.00 feet, more or less, by land of said Dorey to a point at Lake Quinsigamond;

THENCE northwesterly 203.00 feet, more or less, by said Lake Quinsigamond to a point at parcel no. 2;

THENCE N.  $75^{\circ} 56' 00''$  E. 340.00 feet, more or less, by parcel no. 2 to the point of beginning.

Said parcel contains an area of 55,900 square feet, more or less, and is shown as parcel no. 1 on a plan entitled; "Eastern Point Condominiums in Shrewsbury, MA. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Book 6242, Page 239.
2. A 35' wide right of way along the southerly lot line of said parcel. See Plan of Land in Shrewsbury, MA dated July 12, 1983, Moore Survey & Mapping Corp., to be recorded herewith, *in PLAN BOOK 527 Plan 99*
3. Subject to rights in street, flowage rights, highway location and slope easement in North Quinsigamond Avenue in Book 4287, Page 8.

EXHIBIT "B"

UNIT NO.	STYLE	PERCENTAGE INTEREST IN COMMON AREAS	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE II IS ADDED	PERCENTAGE INTEREST IF COMMON AREAS IF PHASE III IS ADDED	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE IV IS ADDED	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE V IS ADDED
<u>PHASE I</u>						
1	A	17.92	7.12	4.751	3.515	2.798
2	D	15.41	6.13	4.088	3.025	2.407
3	C	16.25	6.45	4.309	3.19	2.537
4	D	16.25	6.45	4.309	3.19	2.537
5	E	15.41	6.13	4.088	3.025	2.407
6	F	18.75	7.45	4.972	3.60	2.928
<u>PHASE II</u>						
31	F		6.62	4.420	3.27	2.602
32	E		5.63	3.756	2.70	2.212
33	B		5.63	3.756	2.70	2.212
34	E		5.63	3.756	2.70	2.212
35	D		6.13	4.088	3.025	2.407
36	C		6.13	4.088	3.025	2.407
37	B		5.79	3.867	2.86	2.277
38	E		5.79	3.867	2.86	2.277
39	B		5.79	3.867	2.86	2.277
40	A		7.12	4.751	3.515	2.798
<u>PHASE III</u>						
23	A			4.420	3.27	2.602
24	B			3.867	2.86	2.277
25	C			4.088	3.025	2.407
26	D			4.088	3.025	2.407
27	C			4.088	3.025	2.407
28	D			4.088	3.025	2.407
29	E			3.867	2.86	2.277
30	F			4.751	3.515	2.798
<u>PHASE IV</u>						
7	A				3.515	2.798
8	B				3.025	2.407
9	C				3.19	2.537
10	D				3.19	2.537
11	C				3.19	2.537
12	D				3.19	2.537
13	E				3.025	2.407
14	F				3.60	2.928
<u>PHASE V</u>						
15	A					2.928
16	B					2.407
17	E					2.407
18	C					2.537
19	D					2.537
20	E					2.407
21	B					2.407
22	F					2.798

Recorded NOV 30 1984 at *[Signature]*

AMENDMENT TO MASTER DEED  
DECLARATION OF CONDOMINIUM  
EASTERN POINT CONDOMINIUM

The Master Deed dated November 28, 1984 recorded in the Worcester District Registry of Deeds, Book 8470, Page 182 of Charles F. Dodson, Trustee of The North Quinsigamond Realty Trust, a realty trust by Declaration of Trust dated August 6, 1982 and recorded in Book 7528, Page 137 is hereby amended as follows:

NORTH QUINSIGAMOND REALTY TRUST, a realty Trust by Declaration of Trust, recorded in Worcester District Registry of Deeds, Book 7528, Page 137, with an usual place of business at 159-181 North Quinsigamond Avenue, Shrewsbury, Massachusetts, hereinafter referred to as the "OWNER", being the sole owner in fee simple of certain premises located in Shrewsbury, Worcester County, Massachusetts, hereinafter described as the property, being more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof, hereby declare on behalf of itself, its successors and assigns to their grantees and their respective heirs, successors and assigns, executors and administrators as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property that it as Owner proposes to create and does hereby create a Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, including amendments thereto on the above described property

and that the property above described from and after the date of recording of this Declaration in the Worcester District Registry of Deeds, shall be and continue subject to each and all of the terms hereof and of said Massachusetts General Laws, Chapter 183A as amended from time to time until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the CONDOMINIUM DOCUMENTS, unless otherwise provided, or unless the context required otherwise, the following terms shall be defined as in this Article provided.

- 1) UNIT: Any one of those parts of the buildings shown on a Plan entitled "Eastern Point Condominiums", in Shrewsbury, MA., dated November 16, 1984 as Phase I, II, III, IV or V labeled by a number from 1 through 40, recorded in Worcester District Registry of Deeds Plan Book 527, Plan 101.
- 2) CONDOMINIUM TRUST OWNER: North Quinsigamond Realty Trust, its successors and assigns.
- 3) UNIT OWNER: The person, persons or entity holding title in fee simple to a Unit.
- 4) ASSESSMENT: That portion of the cost of maintaining, repairing and managing the property.
- 5) TRUST: Eastern Point Condominium Trust and its successors, a duly organized Trust formed under the laws of the Commonwealth of Massachusetts General Laws Chapter 183A for the purpose of managing and regulating the condominium, its common areas and facilities.

- 6) BUILDING: All of the structures located on the property.
- 7) COMMON ELEMENTS: The common areas and facilities are all that part of the PROPERTY which is not within the Units as such UNITS are shown on the SITE PLAN or which exists within the UNITS by virtue of an easement herein created.
- 8) COMMON EXPENSES: The actual and estimated costs of:
  - a) Maintenance, management, operation, repair and replacement of the COMMON ELEMENTS and those parts of the UNITS as to which, pursuant to other provisions hereof, it is the responsibility of the TRUST to maintain, repair and replace;
  - b) Management and administration of the Trust, including, without limiting the same, to compensation paid by the TRUST to a managing agent, accountants, attorneys and other employees;
  - c) Any other items held by or in accordance with other provisions of this Declaration or the CONDOMINIUM DOCUMENTS to be COMMON EXPENSES.
- 9) COMMON SURPLUS: The excess of all receipts of the Trust including but not limited to assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.
- 10) CONDOMINIUM DOCUMENTS: This Declaration and the EXHIBITS annexed hereto as the same from time to time may be amended.
- 11) DEVELOPER: ROBERT A. COLE INC., its successors and assigns.

- 12) PERSON: Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
- 13) PLANS AND SPECIFICATIONS: Those referred to herein.
- 14) PROPERTY: As defined and described in this Declaration and further described in Exhibit A attached hereto and made a part hereof.
- 15) SHARE: The percentages of ownership interest in the common areas and facilities as designated on Exhibit B attached hereto and made a part hereof.
- 16) SITE PLAN: That document recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 101.

II. CONDOMINIUM NAME: The name of this Condominium is EASTERN POINT CONDOMINIUM.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of Unit Owners is EASTERN POINT CONDOMINIUM TRUST through which the Unit Owners will manage and regulate the Condominium which Trust has been formed under Declaration of Trust dated November 28, 1984 and recorded herewith, Trustees of which are RONALD E. CARLSON, 175 Crescent Street, Shrewsbury, MA; ROBERT A. COLE, 5 Colonial Drive, Shrewsbury, MA; and CHARLES F. DODSON, 610 Salisbury Street, Worcester, MA. Each Unit Owner shall have a beneficial interest in said Trust in proportion to his or her percentage of interest in the common areas and facilities. The Trust has enacted By-Laws in accordance with the provisions of Massachusetts General Laws, Chapter 183A which ByLaws are contained in the TRUST AND BY-LAW DOCUMENTS.

IV. DESCRIPTION OF LAND: The premises which constitute the Condominium comprise the land situated in Shrewsbury, Massachusetts on North Quinsigamond Avenue, containing 4.25 acres of land and shown on a plan entitled "Eastern Point" a Plan in Shrewsbury, Massachusetts dated November 16, 1984 and recorded in Worcester District Registry of Deeds in Plan Book 527, Plan 101 as more particularly described as Exhibit "A" attached hereto. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, so far as the same may now be in force and applicable as more particularly described in Exhibit "A" and subject further to the rights reserved by the Owners. The Developer shall have the exclusive right to construct Phase I through Phase V as described in said Site Plan and during such construction shall have the right to install and/or grant easements for the installation of utilities and by the acceptance of a deed or mortgage covering a Unit, each Unit Owner and mortgagee irrevocably appoints the Developer as his, her or its attorney in fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements.

V. DESCRIPTION OF BUILDINGS:

PHASE I: Consists of a Building containing six units of two and one half story town houses and shown of the Site Plan as numbers 1, 2, 3, 4, 5 and 6 respectively.

PHASE II: Consists of a Building containing ten units of two and one half story town houses shown on the Site Plan as numbers 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 respectively.

PHASE III: Consists of a Building containing eight units of two and one half story town houses shown on the Site Plan as numbers 23, 24, 25, 26, 27, 28, 29 and 30 respectively.

PHASE IV: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plan as numbers 7, 8, 9, 10, 11, 12, 13 and 14 respectively.

PHASE V: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plan as numbers 15, 16, 17, 18, 19, 20, 21 and 22 respectively.

The Buildings in Phase I through Phase V will be of wood form construction with concrete foundations and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with front metal doors and rear sliding glass doors. All windows are triple insulated glass with wood exteriors.

All units will be provided with Solariums. Units designated on Plan as style C & D shall have a two story Solarium.

Units designated on Plan as style B & E shall have a one story Solarium.

Units designated on Plan as style A & F shall have a combined one story and two story Solarium.

All Units will be provided with a chimney. Units designated on Plan as style C & D shall have a chimney attached to the rear of the Unit.

Units designated on Plan as style A & F shall have a chimney attached to the side of the Unit.

Units designated on Plan as style B & C shall have a chimney projecting from the roof above the Unit.

All Units shall have an exclusive easement to use the chimney in the Unit beyond the Unit ownership described in Paragraph VI for the purpose for which its use is intended.

All Units except those located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on Plan as style A, B, E & F shall have one wooden deck with wooden railings located on the rear of the Unit.

Units designated on Plan as style C & D shall have two wooden decks with wooden railings thereon, one located on the front of the Unit and the other on the rear of the Unit.

Units located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on Plan as style A, B, E and F shall have two wooden decks with wooden railings located on the rear of the Units.

Units designated on Plan as style C & D shall have three wooden decks with wooden railings - two shall be located on the rear of the Unit and the 3rd shall be located on the front of the Unit.

All Units located in Phase II shall have walk-out basements in the rear of the Unit.

Units numbered 37, 38, 39 and 40 in Phase II will have garages constructed under the town houses.

All units, except Units 37, 38, 39 and 40 will have a detached garage that is numbered on the Site Plan with the same unit number, and the Unit Owner shall have an exclusive easement to such detached garage and the driveway thereto.

All units shall have an exclusive easement to the patio located in rear of such unit except units numbered 37, 38, 39 and 40 shall have no patio.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

VI. DESCRIPTION OF UNITS: The residential units of the Condominium and the designation, location, approximate area, immediately accessible, common areas, and other necessary data are set forth in the Plan recorded in Worcester District Registry of Deeds, Plan Book 527 Plan 101.

All units in Phases I through V consist of two and one half story town houses with full basement and shall have as appurtenant thereto an exclusive easement to a detached garage and the driveway thereto, except units 37, 38, 39 and 40 in Phase II shall have a garage underneath the town houses in the basement thereof.

All units shall contain a full basement, living room with fireplace, dining room, kitchen, solarium (either one story, two story, or combined one and two story, as designated in Article V), powder room, master bedroom with fireplace, two (2) bedrooms, a plumbing module in bath or baths as selected by Unit Owners, loft room, patio and deck or decks, except fireplace in bedroom may be omitted or located in the basement as an option. (See specific designations in Article V).

All units have access to common areas and facilities from both front and rear doors.

The location of each unit in all phases is as shown on the Site Plan.

There shall be appurtenant to each unit the perpetual

right for the unit owner to use in common with other unit owners in the common areas and facilities for ingress and egress from the unit and for all other purposes for which the common areas and facilities are intended to be used.

The boundaries of unit ownership in all units are as follows:

- A. FLOORS: The upper surface of the concrete floor or the upper surface of the wood subflooring, as the case may be.
- B. CEILINGS: The plane of the lower surface of the ceiling or roof joists, as the case may be.
- C. INTERIOR BUILDING WALLS: The plane of the surface facing such unit of the wall studs.
- D. INTERIOR WALLS BETWEEN UNITS AND COMMON AREA: The plane of the wall studs facing such unit.
- E. EXTERIOR BUILDING WALLS, DOORS AND WINDOWS: As to walls, the plane of the interior surface of the wall studs or interior surface of the masonry wall, as the case may be; as to doors, the exterior surfaces thereof; and as to windows (including skylights) the exterior surfaces of the glass and window frames.

VII. EASEMENTS AND RESERVATIONS: All units except Units 37, 38, 39 and 40 in Phase II shall have as appurtenant thereto an exclusive easement to a detached garage and the driveway thereto bearing the same number of his unit on the Site Plan. Unit Owners 37, 38, 39 and 40 shall likewise have an exclusive easement to the driveway leading to the garage located beneath their unit.

The use of all easements areas shall be subject to the provisions of this Master Deed and the By-Laws of the Eastern Point Condominium Trust.

To the extent that any unit shall encroach on any other unit or on the common areas or the common areas shall encroach upon any unit due to settling of the building or as a result of duly authorized reconstruction or repairs due to a casualty loss or otherwise, there shall exist a valid easement in favor of such unit or common areas for such encroachment.

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, public utility lines and the common facilities serving such other units and located in such unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities contained therein or elsewhere in the Building.

VIII. DESCRIPTION OF COMMON AREAS AND FACILITIES AND

PROPORTIONATE INTEREST OF EACH UNIT THEREIN: The Common Areas and facilities of the Condominium include the land as set forth in the Site Plan, subject to and with the benefit of the easements and exceptions as set forth therein, the foundation, beams, supports, girders, party wall, common wall, roofs, balconies, entrances, portion of chimneys located beyond boundaries of unit ownership described in Paragraph VI, exits and walkways to all buildings, all pipes, conduits, wiring and all other utility installations which furnish service to more than one of the units, the yards, lawns, gardens and recreational facilities, lighting serving common areas of the

Condominium and all other parts of the Condominium necessary or convenient to its existence, maintenance and safety or normally in common use, all items not included within the Unit, and such other items as may be located on the premises and designated as common areas under the provisions of Chapter 183A.

The Owners of each Unit shall be entitled to use the common areas and facilities in accordance with their intended use and shall own an individual interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such unit.

The common areas and facilities shall be used, owned and regulated in accordance with and subject to the provisions of the Eastern Point Condominium Trust, and its By-Laws, as now exist or as may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto.

Each Unit Owner shall be entitled to the undivided interest in the common areas and facilities as designated on Exhibit "A" attached hereto and made a part hereof. Each Unit Owner's proportional interest is based upon the approximate relation that the fair value of his respective Unit bears to the aggregate fair value of all the units as of the date hereof.

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

IX. COMMON ELEMENTS USE: The Common Elements shall be used in accordance with and subject to the following provisions:

(1) Covenant against Partition: In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his or her interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the Buildings are no longer tenantable, whichever first occurs.

(2) Rules and Regulations Promulgated by the Trust: No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time and as may be promulgated by the Trust. Without in any manner intending to limit the generality of the following, the Trust shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to members of the Trust, their families, guests and invitees. The Trustees may by a majority vote to assess a fine of five (\$5.00) dollars per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines shall be payable within thirty days from the time notice of assessment is given to the Unit Owner by the Trustees. Such notice shall be delivered by certified mail.

The Trust as its option may enforce collection of the above mentioned fine, and any other assessments against Unit Owners, by a suit at law or by foreclosure of the liens securing the fine, fines or assessment or by any other competent proceeding and in any event, the Trust shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen (18) percent per annum, and all costs incident to the collection of the action, suit or proceedings, including without limiting the same, to reasonable attorney's fees.

(3) Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Trust, but nothing herein contained however shall be construed so as to preclude the Trust from delegating to persons, firms or corporations as may be approved by the Trustees of the Trust.

(4) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from the Unit Owners as assessed, in accordance with the provisions elsewhere herein.

(5) Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

(6) The Trust shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alterations and improvements are first approved by the Trustees of the Trust:

- (a) If Fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make improvements to the common areas and facilities, and assess the cost therefore, the cost of such improvements shall be borne solely by the Owners so agreeing.
- (b) Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the costs thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of the County in which the property is located, on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

X. USE OF THE UNITS: The Buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use, except in the manner and to the extent hereinafter provided.

Until all of said Units have been sold by said Developer, the Developer and successors of the Developer may lease Units which have not been sold and use any Units owned by the Developer as models for display for purposes of sale or leasing or as an office incidental thereto and in furtherance thereof may place signs or placards on the property.

- (a) No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their families, and no Unit or any portion thereof may be used as professional or business offices held out, used or advertised as a place for service to clients or patients.
- (b) No unit shall be rented, let, leased or licensed for use or occupancy by other than the Owners except to persons who have been approved in writing by said Trustees, and no unit rented, let, leased or licensed for use or occupancy by other than the Owners for a term of less than ninety (90) days and for no more than three (3) separate tenancies during a one year period except to persons who have been approved in writing by the said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color or national origin, nor otherwise be unreasonably withheld, all as provided for in the Eastern Point Condominium Trust and the Rules and Regulations promulgated pursuant thereto.

- (c) In order to preserve the architectural coherence and integrity of the Buildings and Units, without the prior written consent of a majority of the Trustees of Eastern Point Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, property or feature shall be erected or placed upon or attached to any such Unit or any part thereof; and no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalomania or other decorations shall be done on any exterior part or exterior surface of any Unit nor on the exterior surface of any window.
- (d) Any and all recreational facilities included as a part of the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the Unit Owners and their families and guests, subject to provisions of the By-Laws of the Eastern Point Condominium Trust and to the Rules and Regulations promulgated pursuant thereto.
- (e) Without the prior written permission of a majority of the Trustees of Eastern Point Condominium Trust surface parking areas shall not be used for parking or storage of trucks, commercial vehicles or

unregistered vehicles and shall be used solely for registered private passenger cars. The Owner of a Unit may lease or otherwise grant the right of use of detached garages appurtenant to such Unit to an occupant of any Unit in the Condominium but not to any other person or persons. Notwithstanding the foregoing provision, such lease or grant of the use of the assigned parking space shall automatically terminate upon transfer of the Unit by the Owner so leasing or granting the said detached garages.

The remaining parking spaces as shown on the Site Plan may be used, in accordance with such Rules and Regulations as said Trustees may from time to time establish, for occasional parking by Unit Owners and their guests.

- (f) No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of Eastern Point Condominium Trust or of any Rules and Regulations from time to time adopted pursuant thereto.
- (g) Unless otherwise permitted in writing by the Trustees no Unit shall be used for any purpose other than as a dwelling for not more than six (6) occupants related by blood or marriage, or as a dwelling for no more than three (3) unrelated occupant Owners. No Unit Owners shall be liable for any breach of the restrictions contained herein except for any breach which occurs during the ownership of such Unit Owner.

Said restrictions shall be for the benefit of each Owner of each Unit and may be enforceable also by the Trustees of Eastern Point Condominium Trust. Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and implied use resulting from said designation set forth on the Plans to be filed herewith subject however to restrictions herein contained as to uses, or to prohibit the Owner of any Unit from modifying, removing and installing non-bearing walls which lie wholly within such Unit's interior or from remodeling the interior of such Unit provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefore, if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Board of Trustees of Eastern Point Condominium Trust together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. The failure of the Board of Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

- (h) Failure of the Trust or their designees to disapprove any plans submitted to them under this Section (Section XI) within thirty (30) days from their submission shall be deemed approval. All work on such Unit shall be done in accordance with said plans and shall be performed in a good and workmanlike manner in conformity with the quality of the existing material and workmanship therein, in accordance with all laws, and ordinances and in such manner as not to cause a nuisance to any other unit owner or owners.
- (i) Each Unit Owner shall have the obligation to repair and maintain those elements of his or her unit which are necessary to maintain the structural or architectural integrity of the condominium or are necessary to the enjoyment of any other unit in the Condominium. Each Unit Owner shall be liable for the damages caused by his or her failure to perform the necessary repairs and maintenance as set forth above. In the event that the Unit Owner shall fail to perform the required repairs, the Trust may if it elects to do so, make such repairs and shall be reimbursed by the Unit Owner. The Unit Owner shall also reimburse the Trust for any expenses incurred in repairing or replacing any common area or facility damaged through his fault. The Trustees of Eastern Point Condominium Trust or their agent or agents

shall have access to each unit from time to time during reasonable hours for the maintenance and repair of such unit pursuant to the above or any of the common areas and facilities therein or accessible therefrom and shall have access at any time for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units.

- (j) These restrictions shall be for the sole benefit of the Owners of all of the units and the Trustees of Eastern Point Condominium Trust owners of the Common Areas and facilities, shall be enforceable only by said Trustees and shall insofar as permitted by law, be perpetual, and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.
- (k) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction,

either to restrain or enjoin violation or to recover damages or both, against any condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Trustees or the Owner of any Condominium Unit to enforce any covenant or restriction herein containing shall in no event be deemed a waiver of the right to do so thereafter.

- (1) No resale signs of the Unit by the Unit Owner shall be permitted to be displayed in any manner except as may be approved in writing by the Trustees of Eastern Point Condominium Trust.

XI. - AMENDMENTS TO MASTER DEED:

- A. By the Unit Owners and the Trustees: This Master Deed may be amended by an instrument in writing;
  1. signed by the owners of the units entitled to seventy-five percent or more of the undivided interests in the common areas and facilities, and;
  2. signed and acknowledged by a majority of the Trustees of the Eastern Point Condominium Trust; and
  3. duly filed with the Worcester District Registry of Deeds, provided, however, that :
    - a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same has been so filed within four (4) months after such date;
    - b. 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; said instrument is subject to Article XII of this Master Deed;

- c. 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 the Owners of all of the Units (and said instrument is filed as an Amended Master Deed).
- d. No instrument of amendment which alters the property line between two contiguous Units or which alters that portion of the common areas and facilities which exist within the walls, floors, or ceilings of such contiguous Units shall be of any force or effect unless signed by the Owners of all the Units, (a) the property lines of which are being altered, or (b) which are immediately contiguous to that section of the floors, walls, or ceilings in which the common areas and facilities are being altered, as the case may be; (c) such instrument of amendment is to be signed by two thirds (2/3) of all Unit Owners and first mortgagees; and said instrument of amendment states that such alteration (1) will not jeopardize the soundness or safety of the building portion of the Condominium (2) will not adversely affect any other Units and (3) does not affect the exterior walls of said building.

- e. No instrument or amendment which purports to increase or decrease or redefine the property defined herein as common areas and facilities shall be of any force or effect unless signed by the Unit Owners entitled to 100% of the undivided interest in the common areas and facilities; provided, however, that this subparagraph does not apply to any instrument of amendment executed in accordance with the provisions of subparagraph e of this section XI, if such instrument of amendment does not purport to increase or decrease or redefine the property defined herein as common areas and facilities
- f. No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money first or second mortgage held by the Developer, its successors or assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and
- g. 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 said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

B. BY DEVELOPER:

This Master Deed may be amended by the Condominium Trust Owner, acting solely, without the necessity of consent from any Unit Owner, Trustees or mortgagees, for the purpose of completing Phases 2 through 5 in accordance with the following:

The Buildings and Units to be added in each Phase of the Condominium shall be shown on the Site Plan and the Condominium Trust Owner reserves the right, subject to approval of the Board of Appeals and/or Planning Board of the Town of Shrewsbury as and to the extent that such approval shall be required, to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phases 2 through 5 provided, however, that all units will be of the same type and quality of construction as the other Units. The Condominium Trust Owner reserves the right to construct the additional Phases in an order different than the numerical order indicated on the Site Plan. Any substantial change in any Unit or change in the order of completion of the Phases may amend the percentage interest as set forth in Exhibit "B" to reflect the continued approximate relationship of the fair value of each unit at any time to the aggregate fair value of all units which are at any such time a part of the Condominium.

The determination by the Condominium Trust Owners of such fair value shall be conclusive on all parties in interest who shall be deemed to have agreed to the determination of such fair value by the Condominium Trust Owner by the acceptance of the deed, mortgage, or other instrument under which such party acquired his or her interest in the Condominium or any Unit therein.

#### XII THE TRUST:

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Eastern

Point Condominium Trust under Declaration of Trust dated November 28, \_\_\_\_\_, 1984 to be filed herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

Ronald E. Carlson  
Robert L. Cole  
Paul J. Anderson

175 Crescent Street  
Shrewsbury, MA  
5 Colonial Drive  
Shrewsbury, MA  
610 Salisbury Street  
Worcester, MA

Said Trustees have enacted By-Laws which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

XIII UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS AND RULES AND REGULATIONS.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Trust, the By-Laws and the Rules and Regulations, as they may

be amended from time to time. 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 thereof.

XIV CONDOMINIUM TRUST OWNERS ADDITIONAL RIGHTS; ASSIGNMENT OF CONDOMINIUM TRUST OWNERS RIGHTS.

In addition to all other rights the Condominium Trust Owner reserves unto itself its workmen, servants, contractors, and work crews, the following rights for a period not to exceed seven (7) years from date: access, ingress and egress over and upon the Common Areas and Facilities, including all roofs as may be necessary to facilitate the work of reconstruction, rehabilitation, improvement and other work in progress or contemplated by Developer during normal working hours; to store construction materials, equipment and supplies in the portions of the basement areas of the Buildings not subject to rights of exclusive use appurtenant to any Unit and to use and operate machine tools in the basements; to restrict, (for periods of not more than six (6) hours at any time during any one day) the

use by Unit Owners of Common Areas to facilitate construction or for purposes of safety (provided 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 from time to time provided the same does not endanger safety and provided Developer removes all such debris as soon as reasonably practicable; to interrupt for brief intervals of time not exceeding four (4) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Areas under construction, provided that in each such instance of interruption, Condominium Trust Owner shall diligently attempt to give all occupants of the Units such advance notices as practical under the circumstances; to park vehicles used in connection with the construction work or incidental thereto in parking spaces reserved for guests or appurtenant to Units owned by the Developer; all such other rights as the Developer may deem reasonably necessary to complete construction of the premises provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Condominium Trust Owner, 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, firm or entity as may be determined by Condominium Trust Owner, or to the Condominium Trust.

## XV. MISCELLANEOUS.

a. 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.

b. 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.

c. 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.

d. Definitions: 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.

e. Conflicts, Ambiguities: The Units and Common Areas and facilities and the Unit Owners and the Trustees of the Eastern Point Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as may be amended from time to time and in all respects not specified in this Master Deed or in the Declaration of Trust of the Eastern Point Condominium Trust and By-Laws set forth therein, and shall be governed by the provisions of Chapter 183A and their relation

to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in this Master Deed conflict with the provisions of said statute the provisions of said statute shall control.

XVI. PROVISIONS FOR PROTECTION OF MORTGAGEES.

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium 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 (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend the Master Deed or the By-Laws of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee;

- (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 of the By-Laws of the Condominium Trust;
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, unless seventy-five (75) percent of the First Mortgagees (based upon one vote for each first mortgage owned), or Unit Owners (other than the Declarant), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:
- (i) by any action or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain, or

- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of
  - (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (2) determining the pro rata share of ownership of each unit in the common areas and facilities; or
  - (iii) partition or subdivide any Unit; or
- (iv) 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;
- (v) 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, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities;

- (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 the Condominium as a whole;
- (f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities;
- (g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:
  - (i) written notification from 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 this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;
  - (ii) inspect the books and records of the Condominium Trust at all reasonable times;

- (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings,
- (v) receive prompt written notification from the Condominium Trust 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;
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notices.

The Declarant intends that the provisions of this Paragraph XVI shall comply with the requirements of the Federal Home Loan Mortgage Corporation 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.

The provisions of this Paragraph XVI may not be amended or rescinded without the written consent of all First Mortgagees which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Worcester District Registry of Deeds.

IN WITNESS WHEREOF, NORTH QUINSIGAMOND REALTY TRUST, has caused this Master Deed to be duly executed under seal this 11th day of December, 1984 and delivered by its proper officers thereunto duly authorized on the day and year first above written.

NORTH QUINSIGAMOND REALTY TRUST,

BY: Charles F. Dodson Trustee

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

DATE: December 11, 1984

Then personally appeared the above CHARLES F. DODSON, TRUSTEE OF THE NORTH QUINSIGAMOND REALTY TRUST ~~xxxxxx~~ \_\_\_\_\_, and acknowledged the foregoing instrument to be the free act and deed of North Quinsigamond Realty Trust, before me.

Maureen E. Duff

NOTARY PUBLIC

MY COMMISSION EXPIRES:



EXHIBIT "A"

NON-REGISTERED PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at parcel no. 2;

THENCE S. 05° 42' 30" E. 51.24 feet by said westerly sideline of North Quinsigamond Avenue to a point at land of Dorey;

THENCE S. 04° 33' 23" E. 93.84 feet by land of said Dorey to a point;

THENCE S. 64° 53' 29" W. 301.00 feet, more or less, by land of said Dorey to a point at Lake Quinsigamond;

THENCE northwesterly 203.00 feet, more or less, by said Lake Quinsigamond to a point at parcel no. 2;

THENCE N. 75° 56' 00" E. 340.00 feet, more or less, by parcel no. 2 to the point of beginning.

Together with an easement shown on a Plan of Land in Shrewsbury, MA dated July 12, 1983 recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 99 and further described in a deed recorded in Worcester District Registry of Deeds, Book 8470 Page 132, and a further easement of Parcel D on a Plan of Land in Shrewsbury, MA dated July 12, 1983 recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 99, and further described in a deed recorded in Worcester District Registry of Deeds, Book 8470, Page 131.

Said parcel contains an area of 55,900 square feet, more or less, and is shown as parcel no. 1 on a plan entitled; "Eastern Point Condominiums in Shrewsbury, MA. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Book 6242, Page 239.
2. A 35' wide right of way along the southerly lot line of said parcel. See Plan of Land in Shrewsbury, MA dated July 12, 1983 Moore Survey & Mapping Corp., to be recorded herewith.
3. Subject to rights in street, flowage rights, highway location and slope easement in North Quinsigamond Avenue in Book 4287, Page 8.

EXHIBIT "A"LAND COURT PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at land of Ronald Maloney;

THENCE S.  $00^{\circ} 42' 50''$  E. 45.38 feet by said westerly sideline of North Quinsigamond Avenue to a point;

THENCE S.  $05^{\circ} 42' 30''$  E. 329.72 feet by said westerly sideline of North Quinsigamond Avenue to a point at parcel no. 1;

THENCE S.  $75^{\circ} 56' 00''$  W. 340.00 feet, more or less, by parcel no. 1 to a point at Lake Quinsigamond;

THENCE Northwesterly 434.00 feet, more or less, by Lake Quinsigamond to a point at land of said Maloney;

THENCE N.  $76^{\circ} 50' 14''$  E. 346.00 feet, more or less, by land of said Maloney to the point of beginning.

Said parcel contains an area of 145,700 square feet, more or less, and is shown as parcel no. 2 on a plan entitled "Eastern Point Condominiums in Shrewsbury, Mass. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Document No. 34836
2. A 20' wide restrictive easement along northerly lot line of said parcel. See Document No. 39528.
3. Highway location and easement, County of Worcester. See Document No. 20726. Subject to flowage rights to the Commonwealth of Massachusetts dated July 16, 1941 and recorded in Book 2823, Page 379.
4. Subject to the rights of the Commonwealth to flow the land registered to an elevation of 359.43 feet.

EXHIBIT "B"

UNIT NO.	STYLE	PERCENTAGE INTEREST IN COMMON AREAS	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE II IS ADDED	PERCENTAGE INTEREST IF COMMON AREAS IF PHASE III IS ADDED	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE IV IS ADDED	PERCENTAGE INTEREST IN COMMON AREAS IF PHASE V IS ADDED
<u>PHASE I</u>						
1	A	17.92	7.12	4.751	3.515	2.798
2	B	15.41	6.13	4.088	3.025	2.407
3	C	16.25	6.45	4.309	3.19	2.537
4	D	16.25	6.45	4.309	3.19	2.537
5	E	15.41	6.13	4.088	3.025	2.407
6	F	18.75	7.45	4.972	3.68	2.928
<u>PHASE II</u>						
31	F		6.62	4.420	3.27	2.602
32	E		5.63	3.756	2.78	2.212
33	B		5.63	3.756	2.78	2.212
34	E		5.63	3.756	2.78	2.212
35	D		6.13	4.088	3.025	2.407
36	C		6.13	4.088	3.025	2.407
37	B		5.79	3.867	2.86	2.277
38	E		5.79	3.867	2.86	2.277
39	B		5.79	3.867	2.86	2.277
40	A		7.12	4.751	3.515	2.798
<u>PHASE III</u>						
23	A			4.420	3.27	2.602
24	B			3.867	2.86	2.277
25	C			4.088	3.025	2.407
26	D			4.088	3.025	2.407
27	C			4.088	3.025	2.407
28	D			4.088	3.025	2.407
29	E			3.867	2.86	2.277
30	F			4.751	3.515	2.798
<u>PHASE IV</u>						
7	A				3.515	2.798
8	B				3.025	2.407
9	C				3.19	2.537
10	D				3.19	2.537
11	C				3.19	2.537
12	D				3.19	2.537
13	E				3.025	2.407
14	F				3.68	2.928
<u>PHASE V</u>						
15	A					2.928
16	B					2.407
17	E					2.407
18	C					2.537
19	D					2.537
20	E					2.407
21	B					2.407
22	F					2.798

Recorded DEC 13 1984 at 3:23 p.m. M

EASTERN POINT CONDOMINIUM  
AMENDMENT NO. I CREATING PHASE 2 IN ACCORDANCE  
WITH PARAGRAPH XI OF MASTER DEED

CHARLES F. DODSON, Trustee of the North Quinsigamond Realty Trust, a realty Trust by Declaration of Trust dated August 6, 1982 and recorded in Worcester District Registry of Deeds, Book 7528, Page 137 (The Grantor) being the Grantor in the Master Deed dated November 28, 1984 creating Eastern Point Condominium recorded with Worcester District Registry of Deeds, Book 8470, Page 182 and amended by deed dated December 11, 1984 and recorded with Worcester District Registry of Deeds, Book 8488, Page 332 being the owner of the land with the buildings and improvements thereon situated in Shrewsbury, Worcester County, Massachusetts as now described in Exhibit A annexed hereto and made a part hereof, by the Amendment in accordance with the provisions of said Paragraph XI of said Master Deed, does hereby submit said land described in Exhibit A together with buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws and does hereby state that it proposes to create, and does hereby create with respect to said land, Phase II of Eastern Point Condominium (The Condominium) to be governed by and subject to the provisions of Chapter 183A, of the General Laws. Said Phase II of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed, Amended Master Deed and By-Laws of Eastern Point Condominium Trust recorded therewith.

1. Description of Buildings in Phase II

Until the further amendment of the Master Deed, as provided in Paragraph XI of the Master Deed, to create a subsequent phase or phases of the Condominium, the units of the Condominium shall be those included with the buildings of Phase I and II, said Phase II of building and units being shown on the plans recorded herewith more specifically listed in paragraph II hereof. Phase II of the Condominium consists of a building containing ten (10) units of two and one-half story town houses shown on Site Plan as numbers 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 respectively, said building and units being designated as set forth in Exhibit B annexed hereto and made a part hereof.

The building in Phase II will be of wood form construction with concrete foundation and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with metal front doors and rear sliding glass doors. All windows are triple insulated glass wood exterior.

All units will be provided with Solariums. Units designated on Plan as style C & D shall have a two story solarium.

Units designated on plan as style B & E shall have a one story solarium.

Units designated on plan as style A & F shall have a combined one story and two story Solarium.

All units will be provided with a chimney. Units designated on plan as style C & D shall have a chimney attached to the rear of the unit.

Units designated on plan as style A & F shall have a chimney attached to the side of the unit.

Units designated on plan as style B & C shall have a chimney projecting from the roof above the unit.

All units shall have an exclusive easement to use the chimney in the unit beyond the unit ownership described in paragraph VI for the purpose for which its use is intended.

All units, except those located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B, E & F shall have one wooden deck with wooden railings located on the rear of the unit.

Units designated on plan as style C & D shall have two wooden decks with wooden railings thereon, one located on the front of the Unit and the other on the rear of the Unit.

Units located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B, E and F shall have two wooden decks with wooden railings located on the rear of the units.

Units on plan as style C & D shall have three wooden decks with wooden railings - two shall be located on the rear of the unit and the third shall be located on the front of the unit.

All units located in Phase II shall have walk-out basements in the rear of the unit, except units numbered 35 and 36.

Units numbered 37, 38, 39 and 40 in Phase II will have garages constructed under the town houses.

All units, except units 37, 38, 39 and 40 will have a detached garage that is numbered on the Site Plan with the same unit number, and the Unit Owner shall have an exclusive easement to such detached garage and the driveway thereto.

All units shall have an exclusive easement to the patio located in the rear of such unit except units numbered 37, 38, 39 and 40 shall have no patio.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

2. Description of Units and their Boundaries in Phase II:

The designation of each Unit in Phase II, 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 areas and facilities are set forth in Exhibit B annexed hereto and made a part hereof. The layout of each unit in Phase II and location of rooms therein are as shown on the plans recorded herewith and entitled:

EASTERN POINT PHASE II, Floor Plans of Condominiums in Shrewsbury, Massachusetts and drawn by W.C. Clay Associates, Inc., Architects - 152 East Hartford Avenue, North Uxbridge, Massachusetts, to be recorded in Worcester District Registry of Deeds Plan Book 541, Plan 120.

The boundaries of the units and the exclusive rights and easements pertaining to the units of Phase II are as stated in paragraph VII of the Master Deed.

3. Description of the Common Areas and Facilities (hereinafter "Common Elements"):

The Owner of each Unit in Phase II shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages as set forth in Exhibit B subject to the provisions of paragraph XI of the Master Deed concerning further amendment of said Master Deed in accordance with the provisions of said paragraph XI.

The Common Elements of the Condominium consist of the entire property with all the buildings and improvements thereon constituting Phases I and II other than the units as more particularly set forth in paragraph VIII of the Master Deed.

4. Floor Plans:

Simultaneously with the recording hereof, there have been recorded floor plans of the building in Phase II, showing the layout, location, unit numbers and dimensions of the units, stating the designation of the building, and bearing the verified statement of a registered professional engineer certifying that the plan fully and accurately depicts the layout, location, Unit numbers and dimensions of the units, as built.

5. Use of Units:

The building and each of the Units are intended for residential purposes. No use may be made of any unit except as a residence for the owner thereof or his permitted lessees and the members of their immediate families, and such other use as is permitted by the Town of Shrewsbury Zoning By-Law in a residential zone.

6. Unit Owner's Organization:

The Condominium will be managed and regulated by Eastern Point Condominium Trust as set forth in the Master Deed.

7. Amendment of Master Deed:

The Master Deed may be further amended in accordance with the provisions of paragraph XI of said Master Deed.

8. Master Deed Incorporated by Reference:

Each of the Units and the Common Elements in Phase II shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-Laws of the Trust, and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed, except as the context thereof clearly restricts portions of said Master Deed to Phase I is hereby incorporated by reference into this Amendment and shall apply to Phase II and the Units and Common Elements included therein as fully as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed by its duly authorized officer this 30th day of September , 1985.

EASTERN POINT CONDOMINIUM TRUST,

BY:

Charles F. Dodson, Trustee  
CHARLES F. DODSON, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

September 30 , 1985

Then personally appeared the above named CHARLES F. DODSON, Trustee of Eastern Point Condominium Trust, and acknowledged the foregoing to be his free act and deed, before me.

Maureen E. Duffy  
Notary Public

My commission expires: MAUREEN E. DUFFY  
Notary Public

My Commission Expires 8/15/91

EXHIBIT "A"LAND COURT PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at land of Ronald Maloney;

THENCE S.  $00^{\circ} 42' 50''$  E. 45.38 feet by said westerly sideline of North Quinsigamond Avenue to a point;

THENCE S.  $05^{\circ} 42' 30''$  E. 329.72 feet by said westerly sideline of North Quinsigamond Avenue to a point at parcel no. 1;

THENCE S.  $75^{\circ} 56' 00''$  W. 340.00 feet, more or less, by parcel no. 1 to a point at Lake Quinsigamond;

THENCE Northwesterly 434.00 feet, more or less, by Lake Quinsigamond to a point at land of said Maloney;

THENCE N.  $76^{\circ} 50' 14''$  E. 346.00 feet, more or less, by land of said Maloney to the point of beginning.

Said parcel contains an area of 145,700 square feet, more or less, and is shown as parcel no. 2 on a plan entitled "Eastern Point Condominiums in Shrewsbury, Mass. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Document No. 34836
2. A 20' wide restrictive easement along northerly lot line of said parcel. See Document No. 39528.
3. Highway location and easement, County of Worcester. See Document No. 20726. Subject to flowage rights to the Commonwealth of Massachusetts dated July 16, 1941 and recorded in Book 2823, Page 379.
4. Subject to the rights of the Commonwealth to flow the land registered to an elevation of 359.43 feet.

## EXHIBIT "A"

NON-REGISTERED PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at parcel no. 2;

THENCE S.  $05^{\circ} 42' 30''$  E. 51.24 feet by said westerly sideline of North Quinsigamond Avenue to a point at land of Dorey;

THENCE S.  $04^{\circ} 33' 23''$  E. 93.84 feet by land of said Dorey to a point;

THENCE S.  $64^{\circ} 53' 29''$  W. 301.00 feet, more or less, by land of said Dorey to a point at Lake Quinsigamond;

THENCE northwesterly 203.00 feet, more or less, by said Lake Quinsigamond to a point at parcel no. 2;

THENCE N.  $75^{\circ} 56' 00''$  E. 340.00 feet, more or less, by parcel no. 2 to the point of beginning.

Together with an easement shown on a Plan of Land in Shrewsbury, MA dated July 12, 1983 recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 99 and further described in a deed recorded in Worcester District Registry of Deeds, Book 8470 Page 132, and a further easement of Parcel D on a Plan of Land in Shrewsbury, MA dated July 12, 1983 recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 99, and further described in a deed recorded in Worcester District Registry of Deeds, Book 8470, Page 131.

Said parcel contains an area of 55,900 square feet, more or less, and is shown as parcel no. 1 on a plan entitled; "Eastern Point Condominiums in Shrewsbury, MA. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Book 6242, Page 239.
2. A 35' wide right of way along the southerly lot line of said parcel. See Plan of Land in Shrewsbury, MA dated July 12, 1983 Moore Survey & Mapping Corp., to be recorded herewith.
3. Subject to rights in street, flowage rights, highway location and slope easement in North Quinsigamond Avenue in Book 4287, Page 8.

EXHIBIT "B"

PHASE II

Unit No.	Type	Percentage Interest if Phase II is Added	Percentage Interest if Phase III is Added	Percentage Interest if Phase IV is Added	Percentage Interest if Phase V is Added
31	F	6.62	4.420	3.27	2.602
32	E	5.63	3.756	2.78	2.212
33	B	5.63	3.756	2.78	2.212
34	E	5.63	3.756	2.78	2.212
35	D	6.13	4.088	3.025	2.407
36	C	6.13	4.088	3.025	2.407
37	B	5.79	3.867	2.86	2.277
38	E	5.79	3.867	2.86	2.277
39	B	5.79	3.867	2.86	2.277
40	A	7.12	4.751	3.515	2.798

Recorded OCT 2 1985 at 9:57 AM

SECOND AMENDMENT TO MASTER DEED  
DECLARATION OF CONDOMINIUM  
EASTERN POINT CONDOMINIUM

The Master Deed dated November 28, 1984 recorded in the Worcester District Registry of Deeds, Book 8470, Page 182 and the Amendment to Master Deed dated December 11, 1984 recorded in the Worcester District Registry of Deeds, Book 8488, Page 332 of Charles F. Dodson, Trustee of The North Quinsigamond Realty Trust, a realty trust by Declaration of Trust dated August 6, 1982 and recorded in Book 7528, Page 137 and Amendment to Eastern Point Condominium Trust dated December 13, 1984 and recorded in Worcester District Registry of Deeds, Book 8488, Page 332 is hereby amended as follows :

NORTH QUINSIGAMOND REALTY TRUST, a realty trust, with an usual place of business at 159-181 North Quinsigamond Avenue, Shrewsbury, Massachusetts, hereinafter referred to as the "Owner", being the sole owner in fee simple of certain premises located in Shrewsbury, Worcester County, Massachusetts, hereinafter described as the property, being more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof, hereby declare on behalf of itself, its successors and assigns to their grantees and their respective heirs, successors and assigns, executors and administrators as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property that it as Owner proposes to create and

does hereby create a Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, including amendments thereto on the above described property and that the property above described from and after the date of recording of this Declaration in the Worcester District Registry of Deeds, shall be and continue subject to each and all of the terms hereof and of said Massachusetts General Laws, Chapter 183A as amended from time to time until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the CONDOMINIUM DOCUMENTS, unless otherwise provided, or unless the context required otherwise, the following terms shall be defined as in this Article provided.

- 1) UNIT: Any one of those parts of the buildings shown on a Plan entitled "Eastern Point Condominiums", in Shrewsbury, MA., dated November 16, 1984 and amended by a revised plan entitled Eastern Point Condominiums in Shrewsbury, MA dated November 10, 1986, as Phase I, II, III, IV or V labeled by a number from 1 through 40 with amended plan deleting Unit 23, recorded in Worcester District Registry of Deeds Plan Book 527, Plan 101. and Plan Book 566, Plan 44.
- 2) CONDOMINIUM TRUST OWNER: North Quinsigamond Realty Trust, its successors and assigns.
- 3) UNIT OWNER: The person, persons or entity holding title in fee simple to a Unit.

- 4) ASSESSMENT: That portion of the cost of maintaining, repairing and managing the property.
- 5) TRUST: Eastern Point Condominium Trust and its successors, a duly organized Trust formed under the laws of the Commonwealth of Massachusetts General Laws Chapter 183A for the purpose of managing and regulating the condominium, its common areas and facilities.
- 6) BUILDING: All of the structures located on the property.
- 7) COMMON ELEMENTS: The common areas and facilities are all that part of the PROPERTY which is not within the Units as such UNITS are shown on the SITE PLAN or amendments thereto or which exists within the UNITS by virtue of an easement herein created.
- 8) COMMON EXPENSES: The actual and estimated costs of:
  - a) Maintenance, management, operation, repair and replacement of the COMMON ELEMENTS and those parts of the UNITS as to which, pursuant to other provisions hereof, it is the responsibility of the TRUST to maintain, repair and replace;
  - b) Management and administration of the Trust, including, without limiting the same, to compensation paid by the TRUST to a managing agent, accountants, attorneys and other employees;
  - c) Any other items held by or in accordance with other provisions of this Declaration or the CONDOMINIUM DOCUMENTS to be COMMON EXPENSES.

- 9) COMMON SURPLUS: The excess of all receipts of the Trust including but not limited to assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.
- 10) CONDOMINIUM DOCUMENTS: This Declaration and the EXHIBITS annexed hereto as the same from time to time may be amended.
- 11) DEVELOPER: ROBERT A. COLE INC., its successors and assigns.
- 12) PERSON: Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
- 13) PLANS AND SPECIFICATIONS: Those referred to herein.
- 14) PROPERTY: As defined and described in this Declaration and further described in Exhibit A attached hereto and made a part hereof.
- 15) SHARE: The percentages of ownership interest in the common areas and facilities as designated on Exhibit B attached hereto and made a part hereof.
- 16) SITE PLAN: That document recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 101. with subsequent amendments recorded in Worcester District Registry of Deeds, Plan Book 566, Plan 44.

II. CONDOMINIUM NAME: The name of this Condominium is  
EASTERN POINT CONDOMINIUM.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of Unit Owners is EASTERN POINT CONDOMINIUM TRUST

through which the Unit Owners will manage and regulate the Condominium which Trust has been formed under Declaration of Trust dated November 28, 1984 and recorded herewith, Trustees of which are RONALD E. CARLSON, 175 Crescent Street, Shrewsbury, MA; ROBERT A. COLE, 5 Colonial Drive, Shrewsbury, MA; and CHARLES F. DODSON, 610 Salisbury Street, Worcester, MA. Each Unit Owner shall have a beneficial interest in said Trust in proportion to his or her percentage of interest in the common areas and facilities. The Trust has enacted By-Laws in accordance with the provisions of Massachusetts General Laws, Chapter 183A which ByLaws are contained in the TRUST AND BY-LAW DOCUMENTS.

IV. DESCRIPTION OF LAND: The premises which constitute the Condominium comprise the land situated in Shrewsbury, Massachusetts on North Quinsigamond Avenue, containing 4.25 acres of land and shown on a plan entitled "Eastern Point" a Site Plan in Shrewsbury, Massachusetts dated November 16, 1984 and recorded in Worcester District Registry of Deeds in Plan Book 527, Plan 101 and amendments thereto in Worcester District Registry of Deeds, Plan Book 566, Plan 44 as more particularly described as Exhibit "A" attached hereto. Said land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, so far as the same may now be in force and applicable as more particularly described in Exhibit "A" and subject further to the rights

reserved by the Owners. The Developer shall have the exclusive right to construct Phase I through Phase V as described in said Site Plan and during such construction shall have the right to install and/or grant easements for the installation of utilities and by the acceptance of a deed or mortgage covering a Unit, each Unit Owner and mortgagee irrevocably appoints the Developer as his, her or its attorney in fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements.

V. DESCRIPTION OF BUILDINGS:

PHASE I: Consists of a Building containing six units of two and one half story town houses and shown of the Site Plans as numbers 1, 2, 3, 4, 5, and 6 respectively.

PHASE II: Consists of a Building containing ten units of two and one half story town houses shown on the Site Plans as numbers 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 respectively.

PHASE III: Consists of a Building containing seven units of two and one half story town houses shown on the Site Plans as numbers 24, 25, 26, 27, 28, 29 and 30 respectively.

PHASE IV: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plans as numbers 7, 8, 9, 10, 11, 12, 13 and 14 respectively.

PHASE V: Consists of a Building containing 8 units of two and one half story town houses shown on the Site Plans as numbers 15, 16, 17, 18, 19, 20, 21 and 22 respectively.

The Buildings in Phase I through Phase V will be of wood form construction with concrete foundations and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with front metal doors and rear sliding glass doors. All windows are triple insulated glass with wood exteriors. All units will be provided with Solariums. Units designated on the Plans as style C, D and G shall have a two story solariums.

Units designated on the plans as style B, B-1, C-1, D-1, E and E-1 shall have a one story Solarium.

Units designated on plans as style A & F shall have a combined one story and two story Solarium.

All Units will be provided with a chimney. Units designated on Plans at style C, D and G shall have a chimney attached to the rear of the Unit.

Units designated on Plans as style A & F shall have a chimney attached to the side of the Unit.

Units designated on Plans as style B, B-1, C, C-1, D-1, and E-1 shall have a chimney projecting from the roof above the Unit.

All Units shall have an exclusive easement to use the chimney in the Unit beyond the Unit ownership described in Paragraph VI for the purpose for which its use is intended.

All Units except those located in Phase **II** shall have wooden decks with wooden railings as follows:

Units designated on Plans as style A, B, C-1, D-1, E, E-1, and F shall have two wooden decks with wooden railings located on the rear of the Units.

Units designated on Plans as style C, D and G shall have three wooden decks with wooden railings - two shall be located on the rear of the Unit and the 3rd shall be located on the front of the Unit.

All Units located in Phase II shall have walk-out basements in the rear of the Unit.

Units numbered 37, 38, 39 and 40 in Phase II will have garages constructed under the town houses.

All units, except Units 37, 38, 39 and 40 will have a detached garage that is numbered on the Site Plans with the same unit number, and the Unit Owner shall have an exclusive easement to such detached garage and the driveway thereto, except Unit 27 shall have two detached garages as shown on site plan.

All Units shall have an exclusive easement to the patio located in the rear of such unit except units numbered 37, 38, 39 and 40 shall have no patio.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

VI. DESCRIPTION OF UNITS: The residential units of the Condominium and the designation, location, approximate area, immediately accessible, common areas, and other necessary data are set forth in the Site Plans recorded in Worcester District Registry of Deeds, Plan Book 527, Plan 101 and Worcester District Registry of Deeds, Plan Book 566, Plan 44 .

All units in Phases I through V consist of two and one half story town houses with full basement and shall have as appurtenant thereto an exclusive easement to a detached garage and the driveway thereto, except units 37, 38, 39 and 40 in Phase II shall have a garage underneath the town houses in the basement thereof and Unit 27 shall have two detached garages as shown on said plan.

All units shall contain a full basement, living room with fireplace, dining room, kitchen, solarium (either one story, two story or combined one and two story, as designated in Article V), powder room, master bedroom with fireplace, two (2) bedrooms, a plumbing module in bath or baths as selected by Unit Owners, loft room, patio and deck or decks except fireplace in bedroom may be omitted or located in the basement as an option. (See specific designations in Article V).

All units have access to common areas and facilities from both front and rear doors.

The location of each unit in all phases is as shown on the Site Plans.

There shall be appurtenant to each unit the perpetual right for the unit owner to use in common with other unit owners in the common areas and facilities for ingress and egress from the unit and for all other purposes for which the common areas and facilities are intended to be used.

The boundaries of unit ownership in all units are as follows:

- A. FLOORS: The upper surface of the concrete floor or the upper surface of the wood subflooring, as the case may be.

- B. CEILINGS: The plane of the lower surface of the ceiling or roof joists, as the case may be.
- C. INTERIOR BUILDING WALLS: The plane of the surface facing such unit of the wall studs.
- D. INTERIOR WALLS BETWEEN UNITS AND COMMON AREA: The plane of the wall studs facing such unit.
- E. EXTERIOR BUILDING WALLS, DOORS AND WINDOWS: As to walls, the plane of the interior surface of the wall studs or interior surface of the masonry wall, as the case may be; as to doors, the exterior surfaces thereof; and as to windows (including skylights) the exterior surfaces of the glass and window frames.
- VII. EASEMENTS AND RESERVATIONS: All units except Units 37, 38, 39 and 40 in Phase II shall have an appurtenant thereto an exclusive easement to a detached garage and the driveway thereto bearing the same number of his unit on the Site Plan, except Unit 27 shall have an exclusive easement to two detached garages. Unit Owners 37, 38, 39 and 40 shall likewise have an exclusive easement to the driveway leading to the garage located beneath their unit.

The use of all easement areas shall be subject to the provisions of this Master Deed and the By-Laws of the Eastern Point Condominium Trust.

To the extent that any unit shall encroach on any other unit or on the common areas or the common areas shall encroach upon any unit due to settling of the building or as a result of duly authorized reconstruction or repairs due to a casualty

loss or otherwise, there shall exist a valid easement in favor of such unit or common areas for such encroachment.

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, public utility lines and the common facilities serving such other units and located in such unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities contained therein or elsewhere in the Building.

VIII. DESCRIPTION OF COMMON AREAS AND FACILITIES AND

PROPORTIONATE INTEREST OF EACH UNIT THEREIN: The Common Areas and facilities of the Condominium include the land as set forth in the Site Plans, subject to and with the benefit of the easements and exceptions as set forth therein, the foundation, beams, supports, girders, party wall, common wall, roofs, balconies, entrances, portion of chimneys located beyond boundaries of unit ownership described in Paragraph VI, exits and walkways to all buildings, all pipes, conduits, wiring and all other utility installations which furnish service to more than one of the units, the yards, lawns, gardens and recreational facilities, lighting serving common areas of the Condominium and all other parts of the Condominium necessary or convenient to its existence, maintenance and safety or normally in common use, all items not included within the Unit, and such other items as may be located on the premises and designated as common areas under the provisions of Chapter 183A.

The Owners of each Unit shall be entitled to use the common areas and facilities in accordance with their intended use and shall own an individual interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such unit.

The common areas and facilities shall be used, owned and regulated in accordance with and subject to the provisions of the Eastern Point Condominium Trust, and its By-Laws, as now exist or as may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto.

Each Unit Owner shall be entitled to the undivided interest in the common areas and facilities as designated on Exhibit attached hereto and made a part hereof. Each Unit Owner's proportional interest is based upon the approximate relation that the fair value of his respective Unit bears to the aggregate fair value of all the units as of the date hereof.

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

IX. COMMON ELEMENTS USE: The Common Elements shall be used in accordance with and subject to the following provisions:

(1) Covenant against Partition: In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall

remain undivided and no person, irrespective of the nature of his or her interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the Buildings are no longer tenatable, whichever first occurs.

(2) Rules and Regulations Promulgated by the Trust:

No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time and by promulgated by the Trust. Without in any manner intending to limit the generality of the following, the Trust shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to members of the Trust, their families, guests and invitees. The Trustees may by a majority vote to assess a fine of five (\$5.00) dollars per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines shall be payable within thirty days from the time notice of assessment is given to the Unit Owner by the Trustees. Such notice shall be delivered by certified mail.

The Trust as its option may enforce collection of the above mentioned fine, and any other assessments against Unit Owners, by a suit at law or by foreclosure of the liens securing the fine, fines or assessments or by any other competent proceeding and in any event, the Trust shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or

decree together with interest thereon at the rate of eighteen (18) percent per annum, and all costs incident to the collection of the action, suit or proceedings, including without limiting the same, to reasonable attorney's fees.

(3) Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Trust, but nothing herein contained however shall be construed so as to preclude the Trust from delegating to persons, firms or corporations as may be approved by the Trustees of the Trust.

(4) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from the Unit Owners as assessed, in accordance with the provisions elsewhere herein.

(5) Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

(6) The Trust shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alterations and improvements are first approved by the Trustees of the Trust:

- (a) If Fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make improvements to the common areas and facilities, and assess the cost therefore, the cost of such improvements shall be borne solely by the Owners so agreeing.

(b) Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the costs thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of the County in which the property is located, on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

X. USE OF THE UNITS: The Buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use, except in the manner and to the extent hereinafter provided.

Until all of said Units have been sold by said Developer, the Developer and successors of the Developer may lease Units which have not been sold and use and Units owned by the Developer as models for display for purposes of sale or leasing or as an office incidental thereto and in furtherance thereof may place signs or placards on the property.

- (a) No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their families, and no Unit or any portion thereof may be used as professional or business offices held out, used or advertised as a place for service to clients or patients.
- (b) No unit shall be rented, let, leased or licensed for use or occupancy by other than the Owners except to persons who have just been approved in writing by said Trustees, and no unit rented, let, leased or licensed for use or occupancy by other than the Owners for a term of less than ninety (90) days and for no more than three (3) separate tenancies during a one year period except to persons who have just been approved in writing by the said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color or national origin, nor otherwise be unreasonably withheld, all as provided for in the Eastern Point Condominium Trust and the Rules and Regulations promulgated pursuant thereto.
- (c) In order to preserve the architectural coherence and integrity of the Buildings and Units, without the prior written consent of a majority of the Trustees of Eastern Point Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure,

projection, decoration, property or feature shall be erected or placed upon or attached to any such Unit or any part thereof; and no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalomania or other decorations shall be done on any exterior part or exterior surface of any Unit nor on the exterior surface of any window.

- (d) Any and all recreational facilities included as a part of the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the Unit Owners and their families and guests, subject to provisions of the By-Laws of the Eastern Point Condominium Trust and to the Rules and Regulations promulgated pursuant thereto.
- (e) Without the prior written permission of a majority to the Trustees of Eastern Point Condominium Trust surface parking areas shall not be used for parking or storage of trucks, commercial vehicles or unregistered vehicles and shall be used solely for registered private passenger cars. The Owner of a Unit may lease or otherwise grant the right of use of detached garages appurtenant to such Unit to an occupant of any Unit in the Condominium but not to any other person or persons. Notwithstanding the

foregoing provision, such lease or grant of the use of the assigned parking space shall automatically terminate upon transfer of the Unit by the Owner so leasing or granting the said detached garages.

The remaining parking spaces as shown on the Site Plan may be used, in accordance with such Rules and Regulations as said Trustees may from time to time establish, for occasional parking by Unit Owners and their guests.

- (f) No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of Eastern Point Condominium Trust or of any Rules and Regulations from time to time adopted pursuant thereto.
- (g) Unless otherwise permitted in writing by the Trustees no Unit shall be used for any purpose other than as a dwelling for not more than six (6) occupants related by blood or marriage, or as a dwelling for no more than three (3) unrelated occupant Owners. No Unit Owners shall be liable for any breach of the restrictions contained herein except for any breach which occurs during the ownership of such Unit Owner. Said restrictions shall be for the benefit of each Owner of each Unit and may be enforceable also by the Trustees of Eastern Point Condominium Trust. Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to

decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and implied use resulting from said designation set forth on the Plans to be filed herewith (subject however to restrictions herein contained as to uses), or to prohibit the Owner of any Unit from modifying, removing and installing non-bearing walls which lie wholly within such Unit's interior or from remodeling the interior of such Unit provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefore, if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Board of Trustees of Eastern Point Condominium Trust together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. The failure of the Board of Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

- (h) Failure of the Trust or their designees to disapprove any plans submitted to them under this Section (Section XI) within thirty (30) days from their submission shall be deemed approval. All work on such Unit shall be done in accordance with said plans

and shall be performed in a good and workmanlike manner in conformity with the quality of the existing material and workmanship therein, in accordance with all laws, and ordinances and in such manner as not to cause a nuisance to any other unit owner or owners.

- (i) Each Unit Owner shall have the obligation to repair and maintain those elements of his or her unit which are necessary to maintain the structural or architectural integrity of the condominium or are necessary to the enjoyment of any other unit in the Condominium. Each Unit Owner shall be liable for the damages caused by his or her failure to perform the necessary repairs and maintenance as set forth above. In the event that the Unit Owner shall fail to perform the required repairs, the Trust may if it elects to do so, make such repairs and shall be reimbursed by the Unit Owner. The Unit Owner shall also reimburse the Trust for any expenses incurred in repairing or replacing any common area or facility damaged through his fault. The Trustees of Eastern Point Condominium Trust or their agent or agents shall have access to each unit from time to time during reasonable hours for the maintenance and repair of such unit pursuant to the above or any of the common areas and facilities therein or accessible therefrom and shall have access at any time for making emergency repairs therein necessary to prevent

damage to the common areas and facilities or to another unit or units.

- (j) These restrictions shall be for the sole benefit of the Owners of all of the units and the Trustees of Eastern Point Condominium Trust owners of the Common Areas and facilities, shall be enforceable only by said Trustees and shall insofar as permitted by law, be perpetual, and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.
- (k) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of condominium project. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages or both, against any condominium Unit to enforce any lien created hereby; and the failure or forbearance by the Trustees or the Owner of any Condominium Unit to enforce any covenant or restriction herein containing shall in no event be deemed a waiver of the right to do so thereafter.

- (1) No resale signs of the Unit by the Unit Owner shall be permitted to be displayed in any manner except as may be approved in writing by the Trustees of Eastern Point Condominium Trust.

XI. - AMENDMENTS TO MASTER DEED:

- A. By the Unit Owners and the Trustees: This Master Deed may be amended by an instrument in writing;
  1. signed by the owners of the units entitled to seventy-five percent or more of the undivided interests in the common areas and facilities, and;
  2. signed and acknowledged by a majority of the Trustees of the Eastern Point Condominium Trust; and
  3. duly filed with the Worcester District Registry of Deeds, provided, however, that :
    - a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same has been so filed within four (4) months after such date;
    - b. 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; said instrument is subject to Article XII of this Master Deed;
    - c. 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 the Owners of all of the Units (and said instrument is filed as an Amended Master Deed).

- d. No instrument of amendment which alters the property line between two contiguous Units or which alters that portion of the common areas and facilities which exist within the walls, floors, or ceilings of such contiguous Units shall be of any force or effect unless signed by the Owners of all the Units, (a) the property lines of which are being altered, or (b) which are immediately contiguous to that section of the floors, walls, or ceilings in which the common areas and facilities are being altered, as the case may be; (c) such instrument of amendment is to be signed by two thirds (2/3) of all Unit Owners and first mortgagees; and said instrument of amendment states that such alteration (1) will not jeopardize the soundness or safety of the building portion of the Condominium (2) will not adversely affect any other Units and (3) does not affect the exterior walls of said building.
- e. No instrument or amendment which purports to increase or decrease or redefine the property defined herein as common areas and facilities shall be of any force or effect unless signed by the Unit Owners entitled to 100% of the undivided interest in the common areas and facilities; provided, however, that this subparagraph does not apply to any instrument of amendment executed in accordance with the provisions of subparagraph e of

- this section XI, if such instrument of amendment does not purport to increase or decrease or redefine the property defined herein as common areas and facilities
- f. No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money first or second mortgage held by the Developer, its successors or assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and
  - g. 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 said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

B. BY DEVELOPER:

This Master Deed may be amended by the Condominium Trust Owner, acting solely, without the necessity of consent from any Unit Owner, Trustees or mortgagees, for the purpose of completing Phases 2 through 5 in accordance with the following:

The Buildings and Units to be added in each Phase of the Condominium shall be shown on the Site Plan and the Condominium Trust Owner reserves the right, subject to approval of the Board of Appeals and/or Planning Board of the Town of Shrewsbury as and to the extent that such approval shall be required, to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phases 2 through 5 provided, however, that all units will be of the same

type and quality of construction as the other Units. The Condominium Trust Owner reserves the right to construct the additional Phases in an order different than the numerical order indicated on the Site Plan. Any substantial change in any Unit or change in the order of completion of the Phases may amend the percentage interest as set forth in Exhibit "B" to reflect the continued approximate relationship of the fair value of each unit at any time to the aggregate fair value of all units which are at any such time a part of the Condominium.

The determination by the Condominium Trust Owners of such fair value shall be conclusive on all parties in interest who shall be deemed to have agreed to the determination of such fair value by the Condominium Trust Owner by the acceptance of the deed, mortgage, or other instrument under which such party acquired his or her interest in the Condominium or any Unit therein.

#### XII THE TRUST:

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Eastern Point Condominium Trust under Declaration of Trust dated November 28, 1984 to be filed herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

Ronald E. Carlson  
Robert H. Cole  
Paul T. Johnson

Lelandville Road  
 Charlton, MA \_\_\_\_\_  
 5 Colonial Drive  
 Shrewsbury, MA \_\_\_\_\_  
 36 Eastern Point Drive  
 Shrewsbury, MA \_\_\_\_\_

Said Trustees have enacted By-Laws which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

XIII UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS AND RULES AND REGULATIONS.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time. 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 thereof.

XIV CONDOMINIUM TRUST OWNERS ADDITIONAL RIGHTS; ASSIGNMENT OF  
CONDOMINIUM TRUST OWNERS RIGHTS.

In addition to all other rights of Condominium Trust Owner reserves unto itself its workmen, servants, contractors, and work crews, the following rights for a period not to exceed seven (7) years from date: access, ingress and egress over and upon the Common Areas and Facilities, including all roof as necessary to facilitate the work of reconstruction, rehabilitation, improvement and other work in progress or contemplated by Developer during normal working hours; to store construction materials, equipment and supplies in the portions of the basement areas of the Buildings not subject to rights of exclusive use appurtenant to any Unit and to use and operate machine tools in the basements; to restrict, (for periods of not more than six (6) hours at any time during any one day) the use by Unit Owners of Common Areas to facilitate construction or for purposes of safety (provided 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 from time to time provided the same do not endanger safety and provided Developer removes all such debris as soon as reasonably practicable; to interrupt for brief intervals of time not exceeding four (4) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Areas under construction, provided that in each such instance of interruption,

Condominium Trust Owner shall diligently attempt to give all occupants of the Units such advance notices as practical under the circumstances; to park vehicles used in connection with the construction work or incidental thereto in parking spaces reserved for guests or appurtenant to Units owned by the Developer; all such other rights as the Developer may deem reasonably necessary to complete construction of the premises provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Condominium Trust Owner, 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, firm or entity as may be determined by Condominium Trust Owner, or to the Condominium Trust.

XV. MISCELLANEOUS.

a. 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.

b. 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.

c. 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.

d. Definitions: 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.

e. Conflicts, Ambiguities: The Units and Common Areas and facilities and the Unit Owners and the Trustees of the Eastern Point Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts as from amended and in all respect not specified in this Master Deed or in the Declaration of Trust of the Eastern Point Condominium Trust and By-Laws set forth therein, shall be governed by the provisions of Chapter 183A and their relation to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in this Master Deed conflict with the provisions of said statute the provisions of said statute shall control.

XVI. PROVISIONS FOR PROTECTION OF MORTGAGEES.

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium 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 (hereinafter "First Mortgagees") of record with

respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend the Master Deed or the By-Laws of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee;
- (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 By-Laws of the Condominium Trust;
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or

common elements of the Condominium, unless seventy-five (75) percent of the First Mortgagees (based upon one vote for each first mortgage owned), or Unit Owners (other than the Declarant), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- (i) by any action or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain, or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of
  - (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (2) determining the pro rata share of ownership of each unit in the common areas and facilities;
- (iii) partition or subdivide any Unit; or
- (iv) 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;

- (v) use hazard insurance proceeds on account of losses to either the Units of the common areas and facilities of the Condominium for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or common areas and facilities;
- (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 the Condominium as a whole;
- (f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities;
- (g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to;
  - (i) written notification from 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 this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

- (ii) inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings, and;
  - (v) receive prompt written notification from the Condominium Trust 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;
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notices.


The Declarant intends that the provisions of this Paragraph XVI shall comply with the requirements of the Federal Home Loan Mortgage Corporation 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.

The provisions of this Paragraph XVI may not be amended or rescinded without the written consent of all First Mortgagees which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Worcester District Registry of Deeds.

IN WITNESS WHEREOF, NORTH QUINSIGAMOND REALTY TRUST, has caused this Master Deed to be duly executed under seal this 25<sup>th</sup> day of November, 1986 and delivered by its proper officers thereunto duly authorized on the day and year first above written.

NORTH QUINSIGAMOND REALTY TRUST,

BY:

  
Charles F. DOPSON  
Trustee

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

November 25, 1986

Then personally appeared the above named CHARLES F. DODSON, Trustee of North Quinsigamond Realty Trust, and acknowledged the foregoing instrument to be the free act and deed of North Quinsigamond Realty Trust, before me.

*Maureen E. Duffy*

MAUREEN E. DUFFY  
Notary Public  
My Commission Expires 8/15/91

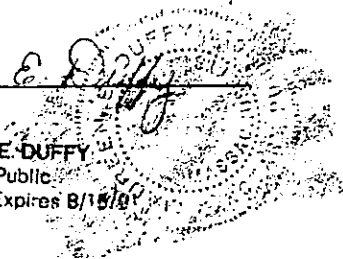


EXHIBIT "A"LAND COURT PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at land of Ronald Maloney;

THENCE S.  $00^{\circ} 42' 50''$  E. 45.38 feet by said westerly sideline of North Quinsigamond Avenue to a point;

THENCE S.  $05^{\circ} 42' 30''$  E. 329.72 feet by said westerly sideline of North Quinsigamond Avenue to a point at parcel no. 1;

THENCE S.  $75^{\circ} 56' 00''$  W. 340.00 feet, more or less, by parcel no. 1 to a point at Lake Quinsigamond;

THENCE Northwesterly 434.00 feet, more or less, by Lake Quinsigamond to a point at land of said Maloney;

THENCE N.  $76^{\circ} 50' 14''$  E. 346.00 feet, more or less, by land of said Maloney to the point of beginning.

Said parcel contains an area of 145,700 square feet, more or less, and is shown as parcel no. 2 on a plan entitled "Eastern Point Condominiums in Shrewsbury, Mass. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Document No. 34836
2. A 20' wide restrictive easement along northerly lot line of said parcel. See Document No. 39528.
3. Highway location and easement, County of Worcester. See Document No. 20726. Subject to flowage rights to the Commonwealth of Massachusetts dated July 16, 1941 and recorded in Book 2823, Page 379.
4. Subject to the rights of the Commonwealth to flow the land registered to an elevation of 359.43 feet.

EXHIBIT "A"

NON-REGISTERED PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at parcel no. 2;

THENCE S. 05° 42' 30" E. 51.24 feet by said westerly sideline of North Quinsigamond Avenue to a point at land of Dorey;

THENCE S. 04° 33' 23" E. 93.84 feet by land of said Dorey to a point;

THENCE S. 64° 53' 29" W. 301.00 feet, more or less, by land of said Dorey to a point at Lake Quinsigamond;

THENCE northwesterly 203.00 feet, more or less, by said Lake Quinsigamond to a point at parcel no. 2;

THENCE N. 75° 56' 00" E. 340.00 feet, more or less, by parcel no. 2 to the point of beginning.

Said parcel contains an area of 55,900 square feet, more or less, and is shown as parcel no. 1 on a plan entitled; "Eastern Point Condominiums in Shrewsbury, MA. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Book 6242, Page 239.
2. A 35' wide right of way along the southerly lot line of said parcel. See Plan of Land in Shrewsbury, MA dated July 12, 1983 Moore Survey & Mapping Corp., to be recorded herewith.
3. Subject to rights in street, flowage rights, highway location and slope easement in North Quinsigamond Avenue in Book 4287, Page 8.

Recorded NOV 26 1986 at 3 h 37 m. P. M.

EASTERN POINT CONDOMINIUM  
AMENDMENT NO. II CREATING PHASE 3 IN ACCORDANCE  
WITH PARAGRAPH XI OF MASTER DEED

CHARLES F. DODSON, Trustee of the North Quinsigamond Realty Trust, a realty Trust by Declaration of Trust dated August 6, 1982 and recorded in Worcester District Registry of Deeds, Book 7528, Page 137 (The Grantor) being the Grantor in the Master Deed dated November 28, 1984 creating Eastern Point Condominium recorded with Worcester District Registry of Deeds, Book 8470, Page 182 and amended by deed dated December 11, 1984 and recorded with Worcester District Registry of Deeds, Book 8488, Page 332 and amended by deed dated November 24, 1986 and recorded with Worcester District Registry of Deeds, *Instrument #137709* being the owner of the land with the buildings and improvements thereon situated in Shrewsbury, Worcester County, Massachusetts as now described in Exhibit A annexed hereto and made a part hereof, by the Amendment in accordance with the provisions of said Paragraph XI of said Master Deed, does hereby submit said land described in Exhibit A together with buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws and does hereby state that it proposes to create, and does hereby create with respect to said land, Phase III of Eastern Point Condominium (The Condominium) to be governed by and subject to the provisions of Chapter 183A, of the General Laws. Said Phase III of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed, Amended Master Deed and By-Laws of Eastern Point Condominium Trust recorded therewith.

1. Description of Buildings in Phase III

Until the further amendment of the Master Deed, as provided in Paragraph XI of the Master Deed, to create a subsequent phase or phases of the Condominium, the units of the Condominium shall be those included with the buildings of Phase I, II and III said Phase III of building and units being shown on the plans recorded herewith more specifically listed in paragraph II hereof. Phase III of the Condominium consists of a building containing seven (7) units of two and one-half story town houses shown on Site Plans as numbers 24, 25, 26, 27, 28, 29, and 30, respectively, said building and units being designated as set forth in Exhibit B annexed hereto and made a part hereof.

The building in Phase III will be of wood form construction with concrete foundation and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with metal front doors and rear sliding glass doors. All windows are triple insulated glass wood exterior.

All units will be provided with Solariums. Units designated on Plan as style G shall have a two story solarium.

Units designated on plan as style B, B-1, C-1, D-1, E and E-1 shall have a one story solarium.

Units designated on plan as style A & F shall have a combined one story and two story Solarium.

All units will be provided with a chinmey. Units designated on plan as style G shall have a chimney attached to the rear of the unit.

Units designated on plan as style A & F shall have a chimney attached to the side of the unit.

Units designated on plan as style B-1, C-1, D-1 and E-1 shall have a chimney projecting from the roof above the unit.

All units shall have an exclusive easement to use the chimney in the unit beyond the unit ownership described in paragraph VI for the purpose for which its use is intended.

All units, except those located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B, E & F shall have one wooden deck with wooden railings located on the rear of the unit.

Units designated on plan as style C & D shall have two wooden decks with wooden railings thereon, one located on the front of the Unit and the other on the rear of the Unit.

Units located in Phase III shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B-1, E-1, F and G shall have two wooden decks with wooden railings located on the rear of the units.

Units on plan as style C-1, D-1 and G shall have three wooden decks with wooden railings - two shall be located on the rear of the unit and the third shall be located on the front of the unit.

All units located in Phase III shall have walk-out basements in the rear of the unit.

All units will have a detached garage, except Unit No. 27 will have two detached garages, that are numbered on the Site Plan with the same unit number, and the Unit Owner shall have an exclusive easement to such detached garage or garages and the driveway thereto.

All units shall have an exclusive easement to the patio located in the rear of such unit except units numbered 37, 38, 39 and 40 shall have no patio.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

2. Description of Units and their Boundaries in Phase III :

The designation of each Unit in Phase III, 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 areas and facilities are set forth in Exhibit B annexed hereto and made a part hereof. The layout of each unit in Phase III and location of rooms therein are as shown on the plans recorded herewith and entitled:

EASTERN POINT PHASE III, Floor Plans of Condominiums in Shrewsbury, Massachusetts and drawn by W.C. Clay Associates, Inc., Architects - 152 East Hartford Avenue, North Uxbridge, Massachusetts, to be recorded in Worcester District Registry of Deeds Plan Book 541 , Plan 120 .

The boundaries of the units and the exclusive rights and easements pertaining to the units of Phase III are as stated in paragraph VII of the Master Deed.

3. Description of the Common Areas and Facilities (hereinafter "Common Elements"):

The Owner of each Unit in Phase III shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages as set forth in Exhibit B subject to the provisions of paragraph XI of the Master Deed concerning further amendment of said Master Deed in accordance with the provisions of said paragraph XI.

The Common Elements of the Condominium consist of the entire property with all the buildings and improvements thereon constituting Phases I, II and III other than the units as more particularly set forth in paragraph VIII of the Master Deed.

4. Floor Plans:

Simultaneously with the recording hereof, there have been recorded floor plans of the building in Phase III, showing the layout, location, unit numbers and dimensions of the units, stating the designation of the building, and bearing the verified statement of a registered professional engineer certifying that the plan fully and accurately depicts the layout, location, Unit numbers and dimensions of the units, as built.

5. Use of Units:

The building and each of the Units are intended for residential purposes. No use may be made of any unit except as a residence for the owner thereof or his permitted lessees

and the members of their immediate families, and such other use as is permitted by the Town of Shrewsbury Zoning By-Law in a residential zone.

6. Unit Owner's Organization:

The Condominium will be managed and regulated by Eastern Point Condominium Trust as set forth in the Master Deed.


7. Amendment of Master Deed:

The Master Deed may be further amended in accordance with the provisions of paragraph XI of said Master Deed.

8. Master Deed Incorporated by Reference:

Each of the Units and the Common Elements in Phase II shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-Laws of the Trust, and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed, except as the context thereof clearly restricts portions of said Master Deed to Phase I and II is hereby incorporated by reference into this Amendment and shall apply to Phase III and the Units and Common Elements included therein as fully as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed by its duly authorized officer this 24th day of November, 1986

EASTERN POINT CONDOMINIUM TRUST,  
BY:   
CHARLES F. DODSON, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

November 24, 1986

Then personally appeared the above named CHARLES F. DODSON, Trustee of Eastern Point Condominium Trust, and acknowledged the foregoing to be his free act and deed, before me.

*Maureen E. Duffy*  
Notary Public  
My commission expires:

MAUREEN E. DUFFY  
Notary Public  
My Commission Expires 8/15/91



EXHIBIT "A"LAND COURT PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at land of Ronald Maloney;

THENCE S.  $00^{\circ} 42' 50''$  E. 45.38 feet by said westerly sideline of North Quinsigamond Avenue to a point;

THENCE S.  $05^{\circ} 42' 30''$  E. 329.72 feet by said westerly sideline of North Quinsigamond Avenue to a point at parcel no. 1;

THENCE S.  $75^{\circ} 56' 00''$  W. 340.00 feet, more or less, by parcel no. 1 to a point at Lake Quinsigamond;

THENCE Northwesterly 434.00 feet, more or less, by Lake Quinsigamond to a point at land of said Maloney;

THENCE N.  $76^{\circ} 50' 14''$  E. 346.00 feet, more or less, by land of said Maloney to the point of beginning.

Said parcel contains an area of 145,700 square feet, more or less, and is shown as parcel no. 2 on a plan entitled "Eastern Point Condominiums in Shrewsbury, Mass. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Document No. 34836
2. A 20' wide restrictive easement along northerly lot line of said parcel. See Document No. 39528.
3. Highway location and easement, County of Worcester. See Document No. 20726. Subject to flowage rights to the Commonwealth of Massachusetts dated July 16, 1941 and recorded in Book 2823, Page 379.
4. Subject to the rights of the Commonwealth to flow the land registered to an elevation of 359.43 feet.

EXHIBIT "A"NON-REGISTERED PARCEL

A certain parcel of land situated in the Town of Shrewsbury, County of Worcester, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of the herein described parcel at a point on the westerly sideline of North Quinsigamond Avenue at parcel no. 2;

THENCE S.  $05^{\circ} 42' 30''$  E. 51.24 feet by said westerly sideline of North Quinsigamond Avenue to a point at land of Dorey;

THENCE S.  $04^{\circ} 33' 23''$  E. 93.84 feet by land of said Dorey to a point;

THENCE S.  $64^{\circ} 53' 29''$  W. 301.00 feet, more or less, by land of said Dorey to a point at Lake Quinsigamond;

THENCE northwesterly 203.00 feet, more or less, by said Lake Quinsigamond to a point at parcel no. 2;

THENCE N.  $75^{\circ} 56' 00''$  E. 340.00 feet, more or less, by parcel no. 2 to the point of beginning.

Said parcel contains an area of 55,900 square feet, more or less, and is shown as parcel no. 1 on a plan entitled; "Eastern Point Condominiums in Shrewsbury, MA. Scale: 1"=20', November 16, 1984 Moore Survey & Mapping Corp." Said parcel is subject to the following encumbrances:

1. A 20' wide easement to the Town of Shrewsbury for sewer. See Book 6242, Page 239.
2. A 35' wide right of way along the southerly lot line of said parcel. See Plan of Land in Shrewsbury, MA dated July 12, 1983 Moore Survey & Mapping Corp., to be recorded herewith.
3. Subject to rights in street, flowage rights, highway location and slope easement in North Quinsigamond Avenue in Book 4287, Page 8.

EXHIBIT "B"PHASE III

Unit No.	Style	Percentage Interest if Phase III is Added	Percentage Interest if Phase IV is Added	Percentage Interest if Phase V is Added
30	A	4.420	3.27	2.602
29	B-1	4.59	3.395	2.665
28	C-1	4.59	3.395	2.665
27	G	5.72	4.24	3.52
26	D-1	4.59	3.395	2.665
25	E-1	4.59	3.395	2.665
24	F	4.751	3.515	2.798

Received NOV 26 1986 at 3:37 P.M.

EASTERN POINT CONDOMINIUM  
AMENDMENT NO. III CREATING PHASE IV IN ACCORDANCE  
WITH PARAGRAPH XI OF MASTER DEED

CHARLES F. DODSON, Trustee of the North Quinsigamond Realty Trust, a realty Trust by Declaration of Trust dated August 6, 1982 and recorded in Worcester District Registry of Deeds, Book 7528, Page 137 (The Grantor) being the Grantor in the Master Deed dated November 28, 1984 creating Eastern Point Condominium recorded with Worcester District Registry of Deeds, Book 8470, Page 182 and amended by deed dated December 11, 1984 and recorded with Worcester District Registry of Deeds, Book 8488, Page 332 ~~and amended by deed dated November 24, 1986 and recorded with Worcester District Registry of Deeds, Book ~~Page~~~~, being the owner of the land with the buildings and improvements thereon situated in Shrewsbury, Worcester County, Massachusetts as now described in Exhibit A annexed hereto and made a part hereof, by the Amendment in accordance with the provisions of said Paragraph XI of said Master Deed, does hereby submit said land described in Exhibit A together with buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws and does hereby state that it proposes to create, and does hereby create with respect to said land, Phase IV of Eastern Point Condominium (The Condominium) to be governed by and subject to the provisions of Chapter 183A, of the General Laws. Said Phase IV of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed, Amended Master Deed and By-Laws of Eastern Point Condominium Trust recorded therewith.

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1. Description of Buildings in Phase IV

Until the further amendment of the Master Deed, as provided in Paragraph XI of the Master Deed, to create a subsequent phase or phases of the Condominium, the units of the Condominium shall be those included with the buildings of Phase I, II, III and IV said Phase IV of building and units being shown on the plans recorded herewith more specifically listed in paragraph II hereof. Phase IV of the Condominium consists of a building containing eight (8) units of two and one-half story town houses shown on Site Plans as numbers 7, 8, 9, 10, 11, 12, 13 and 14 respectively, said building and units being designated as set forth in Exhibit B annexed hereto and made a part hereof.

The building in Phase IV will be of wood form construction with concrete foundation and cellar floors. Roofs are of asphalt shingles. Siding is of cedar clapboard with pine trim. All units are provided with metal front doors and rear sliding glass doors. All windows are triple insulated glass wood exterior.

All units will be provided with Solariums.

Units designated on plan as style B, and E shall have a one story solarium.

Units designated on plan as style A & F shall have a combined one story and two story Solarium.

All units will be provided with a chimney.

Units designated on plan as style A & F shall have a chimney attached to the side of the unit.

Units designated on plan as style B and E shall have a chimney projecting from the roof above the unit.

All units shall have an exclusive easement to use the chimney in the unit beyond the unit ownership described in paragraph VI for the purpose for which its use is intended.

All units, except those located in Phase II shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B, E & F shall have one wooden deck with wooden railings located on the rear of the unit.

Units located in Phase IV shall have wooden decks with wooden railings as follows:

Units designated on plan as style A, B, E and F shall have two wooden decks with wooden railings located on the rear of the units.

All units will have a detached garage that are numbered on the Site Plan with the same unit number, and the Unit Owner shall have an exclusive easement to such detached garage or garages and the driveway thereto.

All units shall have an exclusive easement to the patio located in the rear of such unit.

Said premises conveyed are subject to and with the benefit of certain easements and other rights of record to lay, use and maintain pipes, conduits, wires and other facilities necessary to supply water, sewerage disposal, electrical power, telephone, gas and other services.

Subject to the zoning by-laws of the Town of Shrewsbury.

2. Description of Units and their Boundaries in Phase IV :

The designation of each Unit in Phase IV, 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 areas and facilities are set forth in Exhibit B annexed hereto and made a part hereof. The layout of each unit in Phase IV and location of rooms therein are as shown on the plans recorded herewith and entitled:

EASTERN POINT PHASE IV, Floor Plans of Condominiums in Shrewsbury, Massachusetts and drawn by W.C. Clay Associates, Inc., Architects - 152 East Hartford Avenue, North Uxbridge, Massachusetts, to be recorded in Worcester District Registry of Deeds Plan Book 589, Plan 81.

The boundaries of the units and the exclusive rights and easements pertaining to the units of Phase IV are as stated in paragraph VII of the Master Deed.

3. Description of the Common Areas and Facilities (hereinafter "Common Elements"):

The Owner of each Unit in Phase IV shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages as set forth in Exhibit B subject to the provisions of paragraph XI of the Master Deed concerning further amendment of said Master Deed in accordance with the provisions of said paragraph XI.

The Common Elements of the Condominium consist of the entire property with all the buildings and improvements thereon constituting Phases I, II III and IV other than the units as more particularly set forth in paragraph VIII of the Master Deed.

4. Floor Plans:

Simultaneously with the recording hereof, there have been recorded floor plans of the building in Phase IV, showing the layout, location, unit numbers and dimensions of the units, stating the designation of the building, and bearing the verified statement of a registered professional engineer certifying that the plan fully and accurately depicts the layout, location, Unit numbers and dimensions of the units, as built.

5. Use of Units:

The building and each of the Units are intended for residential purposes. No use may be made of any unit except as a residence for the owner thereof or his permitted lessees

and the members of their immediate families, and such other use as is permitted by the Town of Shrewsbury Zoning By-Law in a residential zone.

6. Unit Owner's Organization:

The Condominium will be managed and regulated by Eastern Point Condominium Trust as set forth in the Master Deed.

7. Amendment of Master Deed:

The Master Deed may be further amended in accordance with the provisions of paragraph XI of said Master Deed.

8. Master Deed Incorporated by Reference:

Each of the Units and the Common Elements in Phase IV shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-Laws of the Trust, and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed, except as the context thereof clearly restricts portions of said Master Deed to Phase I, II and III is hereby incorporated by reference into this Amendment and shall apply to Phase IV and the Units and Common Elements included therein as fully as if they had been completely set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed by its duly authorized officer this 27th day of May, 1987.

EASTERN POINT CONDOMINIUM TRUST,  
BY: Charles F. Dodson Trustee  
CHARLES F. DODSON, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

May 27, 1987

Then personally appeared the above named CHARLES F. DODSON,  
Trustee of Eastern Point Condominium Trust, and acknowledged the  
foregoing to be his free act and deed, before me.

*Maureen E. Duffy*  
*my commission expires August 15, 1991*

EXHIBIT "B"PHASE IV

<u>Unit No.</u>	<u>Style</u>	<u>Percentage Interest if Phase IV is Added</u>	<u>Percentage Interest if Phase V is Added</u>
7	A	3.515	2.798
8	B	3.025	2.407
9	E	3.19	3.537
10	B	3.19	2.537
11	E	3.19	2.537
12	B	3.19	2.537
13	E	3.025	2.407
14	F	3.68	2.928

ATTEST: WORC., Anthony J. Vigliotti, Register

EASTERN POINT CONDOMINIUM  
AMENDMENT NO. IV  
(SIXTH OVERALL AMENDMENT)  
TO THE MASTER DEED

WHEREAS, Charles F. Dodson, Trustee of North Quinsigamond Realty Trust, under a Declaration of Trust dated August 6, 1982 and recorded with the Worcester District Registry of Deeds in Book 7528, Page 136, as Grantor, did create the Eastern Point Condominium pursuant to the Master Deed dated November 28, 1984 and recorded with the Worcester District Registry of Deeds in Book 8470, Page 182 (the "Master Deed"); and

WHEREAS, the Master Deed was subsequently amended by instrument dated December 11, 1984 and recorded with the Worcester District Registry of Deeds in Book 8488, Page 332 and by instrument dated November 25, 1986 and recorded with the Worcester District Registry of Deeds in Book 10006, Page 48; and

WHEREAS, the Master Deed was further amended (i) to add Phase II thereof by instrument dated September 30, 1985 and recorded with the Worcester District Registry of Deeds in Book 8966, Page 323; (ii) to add Phase III by instrument dated Nov. 24, 1986 and recorded with the Worcester District Registry of Deeds in Book 10006, Page 85; and (iii) to add Phase IV by instrument dated May 27, 1987 and recorded at the Worcester District Registry of Deeds in Book 11008,

APR 15 2 34 PM '93

Page 68; and

WHEREAS, Section XI(A) of the Master Deed, as amended, provides that the Condominium Trust Owner (as defined therein) may amend the Master Deed for the purpose of completing Phases II through V; and

WHEREAS, Salisbury Corporation is successor to the interest of the Condominium Trust Owner pursuant to a foreclosure deed dated November 8, 1990 and recorded with the Worcester District Registry of Deeds in Book 13183, Page 83; and

WHEREAS, Salisbury Corporation desires to further amend the Master Deed for the purpose of completing Phase V of the Eastern Point Condominium.

NOW, THEREFORE, Salisbury Corporation, as Condominium Trust Owner pursuant to the Master Deed of Eastern Point Condominium as amended, pursuant to the provisions of Article XI of the Master Deed, does hereby amend the aforesaid Master Deed as follows:

1. Article XIV of the Master Deed is hereby stricken in its entirety and the following substituted therefor:

In addition to all other rights of Condominium Trust Owner reserves unto itself, its workmen, servants, contractors and work crews, the following right for the period required to complete Phase V of the Eastern Point Condominium (but in no event absent a subsequent Amendment of this Master Deed, subsequent to November 25, 2000), access, ingress and egress over and upon the Common Areas and Facilities, including all roofs as necessary to facilitate the work of reconstruction, rehabilitation, improvement and other work in progress or contemplated by Developer during normal working hours; to store construction materials,

equipment and supplies in the portion of the basement areas of the Building not subject to rights of exclusive use appurtenant to any Unit and to use and operate machine tools in the basements; to restrict (for periods of not more than six (6) hours at any time during any one day) the use by Unit Owners of Common Areas to facilitate construction or for purposes of safety (provided 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 from time to time provided the same do not endanger safety and provided Developer removes all such debris as soon as reasonably practicable; to interrupt for brief intervals of time not exceeding four (4) hours during daylight hours, water, electric and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Areas under construction, provided that in each such instance of interruption, Condominium Trust Owner shall diligently attempt to give all occupants of the Units such advance notices as practical under the circumstances; to park vehicles used in connection with the construction work or incidental thereto in parking spaces reserved for guests or appurtenant to Units owned by the Developer; all such other rights as the Developer may deem reasonably necessary to complete construction of the premises provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Condominium Trust Owner, 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, firm or entity as may be determined by Condominium Trust Owner, or to the Condominium Trust.

In all other respects, the Master Deed as previously amended, is hereby ratified and confirmed.

Salisbury Corporation

BY:   
President

REL:265

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

*April 7, 1993*

Then personally appeared the above-named *Monte P. Banks* and acknowledged the

foregoing instrument to be the free act and deed of Salisbury Corporation, before me,

*Anthony J. Lavallee*  
Notary Public

My Commission Expires *March 23, 1995*

REL:265

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ATTEST: WORC., Anthony J. Vigliotti, Register



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**SEVENTH AMENDMENT TO MASTER DEED OF  
EASTERN POINT CONDOMINIUM**

**REVIVING/ADDING PHASE 5**

This **SEVENTH AMENDMENT TO THE MASTER DEED OF EASTERN POINT CONDOMINIUM**, said Master Deed dated November 28, 1984 and recorded with the Worcester District Registry of Deeds in **Book 8470, Page 182**, having been amended by First Amendment dated December 11, 1984 recorded with the Worcester District Registry of Deeds in Book 8488, Page 332, by Amendment I Creating Phase 2 dated September 30, 1985 and recorded with the Worcester District Registry of Deeds in Book 8966, Page 323, by Second Amendment dated November 25, 1986 and recorded with the Worcester District Registry of Deeds in Book 10006, Page 48, by Amendment II creating Phase 3 dated November 24, 1986 and recorded with the Worcester District Registry of Deeds in Book 10006, Page 85, by Amendment III creating Phase IV dated May 27, 1987 and recorded with Worcester District Registry of Deeds, Book 11008, Page 68 and by Amendment IV (Sixth Overall) dated April 7, 1993 and recorded with the Worcester District Registry of Deeds in Book 15094, Page 312 (hereinafter collectively "Master Deed") and as further amended by an Instrument of Revival and Grant pursuant to M.G.L. Chapter 183A, §5(b)(2)(iv) dated August 14, 2016 and recorded with the Worcester District Registry of Deeds in Book 52862, Page 338 (hereinafter "Revival")

**WHEREAS, NORTH QUINSIGAMOND REALTY TRUST** did by said Master Deed, as the Declarant thereof, create **EASTERN POINT CONDOMINIUM**, a Condominium, situated in Shrewsbury, Worcester County, Massachusetts; and

**WHEREAS, BLACK BROOK REALTY PROPERTIES, LLC** did acquire all rights of the revived Phase V pursuant to an Instrument of Grant pursuant to M.G.L. Chapter 183A, §5(b)(2)(iv) dated August 14, 2016 and recorded with the Worcester District Registry of Deeds in Book 55884, Page 169 (hereinafter "Grant").

**WHEREAS**, it is provided in Article I of said Grant that Black Brook Realty Properties, LLC shall have the right to amend said Master Deed so as to include, inter alia, in said Condominium, as PHASE 5, Units 15, 16, 17, 18, 19, 20, 21 and 22 and as it is provided in Article VIII and Exhibit B as an existing Exhibit of the Master Deed and said Article I of the Grant that, from and after the inclusion of said PHASE 5 in said Condominium, the percentage of undivided interests in the common areas and facilities of the Condominium of Units in all existing Phases shall be as specified in this Amendment to said Master Deed;

**WHEREAS**, the construction of such section on said land has now been completed, and the Declarant desires so as to include said PHASE 5 in said **EASTERN POINT CONDOMINIUM**

ADDRESS: Eastern Point Drive, Shrewsbury, MA

**NOW, THEREFORE, BLACK BROOK REALTY PROPERTIES, LLC**, by duly executing and recording this Seventh Amendment to Master Deed, does hereby submit Unit 15, Unit 16, Unit 17, Unit 18, Unit 19, Unit 20, Unit 21 and Unit 22 (the "Units"), to the provisions of Chapter 183A of the Massachusetts General Laws, as amended, and does hereby state that it proposes to create, and does hereby create, by the inclusion of said Units, PHASE 5 of **EASTERN POINT CONDOMINIUM**, to be governed by and subject to the provisions of said Chapter 183A, Massachusetts General Laws, as amended. Said PHASE 5 shall be subject to and shall have the same benefits of the provisions of said Master Deed and the by-laws and other provisions of **EASTERN POINT CONDOMINIUM TRUST**.

**I. DESCRIPTION OF BUILDING IN PHASE 5**

PHASE 5 of the Condominium consists of eight (8) residential Units located in one (1) building. The Units shall have access to Eastern Point Drive. The Building is a maximum of two (2) stories in height above grade, with a basement foundation.

**II. DESCRIPTION OF UNIT AND ITS BOUNDARIES OF PHASE 5**

The designation of the Units in PHASE 5 of the Condominium and a statement of the location, approximate area, number of rooms, immediate common areas to which they have access, and other descriptive specifications thereof are shown on Exhibit A attached hereto and are made a part hereof by reference.

The boundaries of the Units in PHASE 5 are the same as are stated in Article VI of the Master Deed.

**III. COMMON AREAS AND FACILITIES**

The Common Areas and Facilities of the Condominium comprise and consist of: (a) the land described in Article IV of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Buildings now existing as part of the Condominium other than the units themselves, in all Phases of the Condominium now existing and the improvements thereon; and (b) all of the same elements, features and facilities of the Buildings and grounds and recreational facilities, which are described, defined, and referred to in said Master Deed, as amended, as Common Areas and Facilities, subject in all events to the rights of the Declarant therein.

**IV. FLOOR PLANS OF UNITS**

Simultaneously with the recording hereof, in Plan Book 931, Plan 122 there have been recorded a set of the floor plans of Unit 15, Unit 16, Unit 17, Unit 18, Unit 19, Unit 20, Unit 21 and Unit 22 in PHASE 5 showing the layout, location, unit number, and dimensions of the units in PHASE 5, stating the designation of the Building, and bearing the verified statement of a registered architect or engineer certifying that said plans fully and accurately depict the layout, location, unit number, and dimensions of the Units in PHASE 5, as built.

**V. PERCENTAGE OF INTERESTS IN COMMON AREAS AND FACILITIES**

Upon the recording of this Amendment to the Master Deed creating PHASE 5 of the Condominium, the Units in the Condominium shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentage herein specified as set forth in Exhibit B attached hereto and incorporated herein. The determination of the percentage interests of the respective Units in the Common Areas and Facilities have been made upon the basis of the approximate relation that the fair value of each unit bears to the aggregate fair value of all the Units.

**VI. RESTRICTIONS ON USE OF UNITS**

The provisions set forth and incorporated in the Master Deed with respect to restrictions on use of Units as set forth in Article X of the Master Deed, and as may be further amended, shall also apply to the Units of said PHASE 5.

**VII. AMENDMENTS TO MASTER DEED**

The Master Deed may be further amended in accordance with the provisions of the Master Deed, as amended, and the Grant.

**VIII. ORGANIZATION OF UNIT OWNERS**

The Condominium will be managed and regulated by **EASTERN POINT CONDOMINIUM TRUST** as set forth in Article XII of said Master Deed.

**IX. MASTER DEED INCORPORATED BY REFERENCE**

The Unit and the Common Areas and Facilities in PHASE 5 shall be subject to the terms and provisions of the Master Deed and the Trust and by-laws of **EASTERN POINT CONDOMINIUM TRUST**, as they may be amended from time to time, and any and all rules and regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of **EASTERN POINT CONDOMINIUM** shall remain in full force and effect and shall be applicable to and shall govern all Units, and the owners thereof, and all Common Areas and Facilities in all Phases of **EASTERN POINT CONDOMINIUM** and the provisions of said Master Deed are hereby incorporated by reference into this Amendment and shall apply to PHASE 5 and the Units and Common Areas and Facilities included in said PHASE 5, as well as all other Phases previously made a part of the Condominium as if they had been completely set forth herein.

IN WITNESS WHEREOF, John J. Burns, Manager of BLACK BROOK REALTY PROPERTIES, LLC, the as Grantee and Holder of the Grant has executed this Seventh Amendment to the Master Deed of Eastern Point Condominium this 11<sup>th</sup> day of December, 2017.

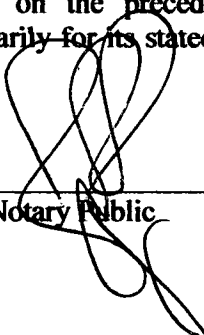
**BLACK BROOK REALTY PROPERTIES LLC.**

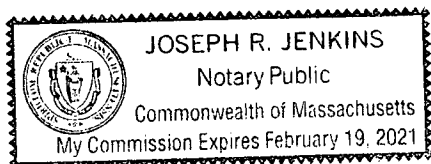
By:   
**John J. Burns, Manager**

THE COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 11<sup>th</sup> day of December, 2017 before me, the undersigned notary public, personally appeared **John J. Burns**, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of BLACK BROOK REALTY PROPERTIES, LLC.

 (SEAL)  
Notary Public



**EASTERN POINT CONDOMINIUM  
SEVENTH AMENDMENT TO MASTER DEED**

**EXHIBIT A**

**Descriptive Schedule of Condominium Units**

Unit Address	Description	Approximate Area of Unit Square Feet	Immediate Common Area to which Unit has Access
Unit 22 2 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance
Unit 21 4 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance
Unit 20 6 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance

Unit Address	Description	Approximate Area of Unit Square Feet	Immediate Common Area to which Unit has Access
Unit 19 8 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance
Unit 18 10 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance
Unit 17 12 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance
Unit 16 14 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance

Unit Address	Description	Approximate Area of Unit Square Feet	Immediate Common Area to which Unit has Access
Unit 15 16 Eastern Point Drive Shrewsbury, MA	<b>BASEMENT LEVEL:</b> Finished basement area; Room, Storage Room; closet; <b>FIRST FLOOR:</b> garage; living room; kitchen; half bath; closet <b>SECOND FLOOR:</b> bedroom (2) bath (2) and closets (2)	2,480 SF +/-	Front Entrance

**EASTERN POINT CONDOMINIUM  
SEVENTH AMENDMENT TO MASTER DEED**

**Exhibit "B"  
page one of two**

<b>UNIT #</b>	<b>STREET #</b>	<b>Beneficial Interest</b>
1	44	2.798
2	42	2.407
3	40	2.537
4	38	2.537
5	36	2.407
6	34	2.928
31	29	2.602
32	31	2.212
33	33	2.212
34	35	2.212
35	37	2.407
36	39	2.407
37	41	2.277
38	43	2.277
39	45	2.277
40	47	2.798
24	1	2.798
25	3	2.665
26	5	2.665
27	7	3.52
28	9	2.665
29	11	2.665
30	15	2.602
7	32	2.798
8	30	2.407
9	28	2.537
10	26	2.537
11	24	2.537
12	22	2.537
13	20	2.407
14	18	2.928

**EASTERN POINT CONDOMINIUM  
SEVENTH AMENDMENT TO MASTER DEED**

**Exhibit "B"  
page two of two**

<b>UNIT #</b>	<b>STREET #</b>	<b>Beneficial Interest</b>
15	16	2.928
16	14	2.450
17	12	2.450
18	10	2.450
19	8	2.450
20	6	2.450
21	4	2.450
22	2	2.798

ATTEST: WORC. Anthony J. Vigliotti, Register

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

WHEREAS, the Eastern Point Condominium (the "Association") is a condominium located in Shrewsbury, Massachusetts and created pursuant to a Master Deed recorded with the Worcester District Registry of Deeds at Book 8470, Page 182 (Amended Master Deed recorded Book 8488 Page 332) and a Declaration of Trust recorded with the Worcester District Registry of Deeds at Book 8470, Page 219 (Amended Declaration of Trust recorded Book 8488 Page 369); and

WHEREAS, the Master Deed, at Article XI thereof, provides for amendments to the Master Deed by 75% or more of the beneficial interest, a majority of the Board of Trustees and assent of the first mortgage holders of units impacted; and

WHEREAS, M.G.L. Chapter 183A, §23 provides for the assent of first mortgagees who fail to respond to a notice of the proposed amendment issued via first-class and certified mail within sixty (60) days of the date of mailing such notice; and

WHEREAS, at least the majority of the Board of Trustees and at least the requisite majority of the unit owners and the mortgage holders agree that the boat slips, personal watercraft ramps and kayak storage existing on the water of the lake adjacent to the condominium require reference in the Master Deed and clarification as to the ownership, use and transfers thereof; and

WHEREAS, at least a majority of the Board of Trustees and at least the requisite majority of the unit owners and the mortgage holders agree that the additional amendments listed below are all in the best interests of the Association;

NOW THEREFORE, this is to certify that the following amendments are assented to by at least a majority of the Board of Trustees, owners of units to which at least 75% of the beneficial interest of the Association is allocated and necessary mortgagees all as required by Article XI of the Master Deed, and as evidenced by this document:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**PAGE -2-**

1. Article VIII is hereby amended by adding thereto the following:

“Notwithstanding any other provisions of this Master Deed or the Declaration of Trust, boat slips and personal watercraft ramps shall be allowed, as permitted by applicable local and state officials, on the water of the lake adjacent to the condominium. Such items must also be approved, in writing, by the Board of Trustees prior to placement. Such items shall be owned as personal property and shall, as necessary for purposes of condominium operations, be treated as limited common area. To this end, said boat slips and personal watercraft ramps shall be owned, as of the time of the passage of this Amendment, by the unit owners set forth in the new Exhibit “C” to the Master Deed, attached hereto. All responsibility for the expenses of maintenance, repair and replacement of these items shall rest with the owners thereof and owners shall be responsible for maintaining the same in a good state of repair. Said boat slips and ramps may be transferred other than with the unit to which they are presently associated but must be transferred only to the owners of a unit at the Association.

Kayak storage existing in the boat slip and ramp areas shall be owned as personal property of the Association and, as necessary for condominium operations, be treated as common areas of the Association. Such kayak storage shall be rented to unit owners on a “first-come, first-served basis”. Tenancies in effect at the time of the passage of this Amendment shall be reflected in the new Exhibit “C” to the Master Deed attached hereto.

Fees collected for rental of the kayak storage and fees collected annually for docks shall be placed into the Association’s dock fund. The dock fund proceeds shall used to maintain the dock and kayak storage areas in a good state of repair and the maintenance, repair and replacement thereof shall be the responsibility of the Association.

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -3-**

The appearance on record with the Worcester Registry of Deeds renders this Amendment to Master Deed a public record. Notice and access to this document is, therefore, unrestricted and the language hereof is binding upon all parties in the nature of the governing documents (Master Deed, Declaration of Trust, Rules and Regulations) of the Association.

The parties utilizing the boat slips, personal watercraft ramps and kayak storage assume any and all risks associated therewith. Said parties waive and disclaim any and all liability of the Association, its Board of Trustees as trustees and as individuals, and its unit owners with respect thereto.

Transfers of ownership of boat slips and personal watercraft ramps shall be conducted on a form designated by the Board of Trustees from time-to-time and which shall be provided to unit owners upon request. Rentals of the kayak storage shall be pursuant to such forms as the Board of Trustees shall designate from time-to-time.”

2. Article VI, E., shall be amended by inserting, after the words “as to doors, the exteriors surfaces”, the words “of such doors, their frames and related trim”.
3. Article VI, E., shall be amended by inserting, after the words, “as to windows (including skylights) the exterior surfaces of the glass and window frames”, the words “and related trim.”
4. Article IX, (2), is hereby amended by deleting the words “fine of five (\$5.00) dollars per day” and replacing them with the words “daily fine in an amount to be determined by the Board of Trustees from time-to-time and referenced in the Rules and Regulations promulgated thereby”.

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**PAGE -4-**

5. Article X, (b), is hereby amended by deleting the same in its entirety and replacing it with the following:

“Units shall not be leased or rented without the prior express, written approval of the Trustees being provided to the Unit Owner. All leases, rentals, or use and occupancy agreements for Units shall be in writing and shall be subject to the Master Deed, Declaration of Trust and any Rules and Regulations promulgated pursuant thereto as may be adopted from time

to time as such documents presently exist or as may hereafter be amended. Unit owners shall provide copies of rental agreements to the Board of Trustees.

In no event shall the initial term of any lease, rental, or use and occupancy be for less than ninety (90) days in duration. No unit may be leased or rented more than three times in every one-year period. Any such lease, rental agreement, or occupancy agreement shall not be for transient, bed and breakfast, commercial or hotel purposes.

Each Unit Owner who leases, rents, or authorizes the use of his or her Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, invitees and any other occupants or guests therein; and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee, invitee, guest or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive or, otherwise, interfere (in the good judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Unit Owner their Unit and the Common Areas and Facilities.

Each Unit Owner who leases, rents, or licenses the use of his or her Unit hereby agrees to indemnify, defend and to hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expenses, including court costs and attorney’s fees, on account of:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**PAGE -5-**

- (i) Any damage or injury, actual or claimed, to persons or property Caused by any of his licensees, tenants, lessees, or any other Occupants or guests of his or her Unit claiming by, through, or Under such person; or
  - (ii) Any legal action, including court enforcement proceedings taken By a Unit Owner of the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees, or other guests or occupants to enforce the provisions of this subparagraph; provided, however, that the restrictions of this subparagraph shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.”
6. Article X, (e), is hereby amended by deleting the word “detached” before the word “garages” in each instance these words appear in said sub-section.
7. Article X, (g), is hereby amended by deleting the final sentence thereof and replacing it with the following:
- “Unit Owners seeking approval shall provide the insurance certificate of any and all vendors being used as well as proof of any and all applicable licensure for any and all vendors. Any deviations from the approved plans shall be remedied at the expense of the unit owner applicant(s). In the event of a failure to remedy deviations from the approved plans, the Board of Trustees may seek injunctive relief requiring such remedial action and compliance with the approved plans and shall be entitled to recover from the unit owner applicant(s) all attorney fees, costs and other expenses associated with the deviation.”
8. Article XI, A,, is hereby amended, as to sub-paragraph 1 thereof, by deleting the word “signed” and replacing the same with the words “assented to” and by adding the following words at the conclusion of this sub-paragraph “as evidenced by a certification of vote appearing thereon and signed by at least a majority of the Board

of Trustees”.

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -6-**

9. Article XI, A., is hereby amended by deleting sub-paragraph 3(a) thereof.

Any language of the Master Deed and Declaration of Trust which must be altered to render the Master Deed and Declaration of Trust consistent with this Amendment shall be interpreted to be so altered. All other provisions of the Master Deed and Declaration of Trust shall remain in full force and effect.

The assent of the unit owners to this Amendment is demonstrated by the signatures attached hereto as Exhibit “1” to this Amendment

The undersigned, being the present duly-appointed members of the Board of Trustees of the Eastern Point Condominium do hereby certify, attest and swear under pains and penalties of perjury that: 1) each Trustee is not a minor and is competent to attest to the facts associated with the passage of this Amendment and the execution of this document; 2) this Amendment to Master Deed was approved in writing by owners of units to which at least 75% of the beneficial interest of the Association is allocated as evidence by Exhibit “1” attached hereto; and 3) in accord with M.G.L. Chapter 183A, §23, necessary mortgage holders have either assented to this Amendment or failed to respond to notice thereof, all as evidenced by our statement herein and execution hereof.


[SIGNATURES BEGIN NEXT PAGE]

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**PAGE -7-**

WITNESS our hands and seals this 31 day of DECEMBER 2020.

Board of Trustees of the Eastern Point Condominium:


  
\_\_\_\_\_  
Edward Murphy as Trustee

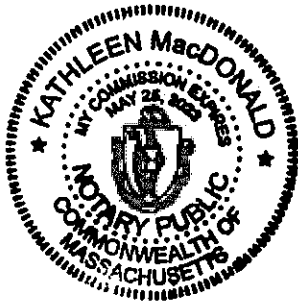
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Dec 31, 2020

On this 31<sup>st</sup> day of December, 2020, before me, the undersigned notary public, personally appeared Edward Murphy, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.


  
\_\_\_\_\_  
Notary Public Kathleen Macdonald  
My Commission Expires: May 25, 2023



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -7-**

WITNESS our hands and seals this 31 day of December, 2020.

Board of Trustees of the Eastern Point Condominium:


  
\_\_\_\_\_  
Peter Allain, as Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Dec 31, 2020

On this 31<sup>st</sup> day of December, 2020, before me, the undersigned notary public, personally appeared Peter Allain, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

  
\_\_\_\_\_  
Notary Public Kathleen MacDonald  
My Commission Expires: May 25, 2023



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -7-**

WITNESS our hands and seals this 31 day of December, 2020.

Board of Trustees of the Eastern Point Condominium:

Jill Lund  
Jill Lund, as Trustee

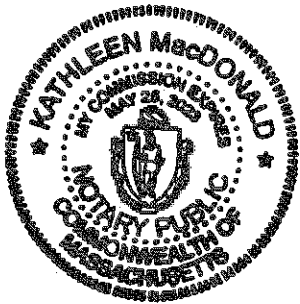
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Dec 31, 2020

On this 31<sup>st</sup> day of December, 2020, before me, the undersigned notary public, personally appeared Jill Lund, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

Kathleen Macdonald  
Notary Public Kathleen Macdonald  
My Commission Expires: 5-25-2023



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -7-**

WITNESS our hands and seals this 31 day of December, 2020.

Board of Trustees of the Eastern Point Condominium:

*Matthew Deyette*

Matthew Deyette, as Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December, 2020

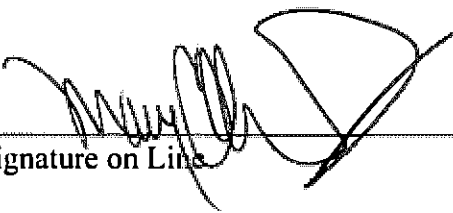
On this 31<sup>st</sup> day of December, 2020, before me, the undersigned notary public, personally appeared Matthew Deyette, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

*Kathleen MacDonald*  
Notary Public Kathleen MacDonald  
My Commission Expires: 5.25.2023



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1"**

  
\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

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Unit Number:

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Signature on Line

Printed Name:

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Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Printed Name:

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Unit Number:

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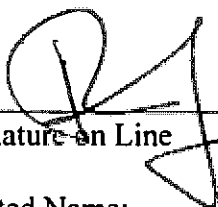
Printed Name:

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Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



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Signature on Line

Printed Name:

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Unit Number:

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Signature on Line

Printed Name:

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Unit Number:

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Printed Name:

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Printed Name:

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Unit Number:

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Printed Name:

Date:

Unit Number:

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Signature on Line

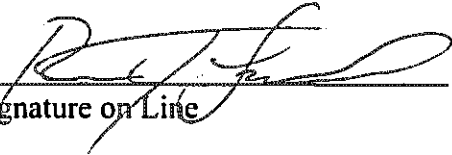
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

  
Signature on Line

Printed Name: *Richard J Toussci*

Date: *6/14/2020*

Unit Number: *7*

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Betsy Raymond  
Signature on Line

Printed Name: Betsy Raymond

Date: 6-4-20

Unit Number: 9

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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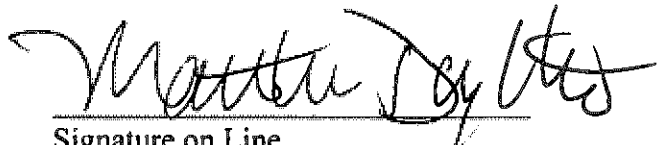
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



Signature on Line

Printed Name: Matthew Deyette

Date: 6/19/2020

Unit Number: 61

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

*Richard Gonzales*

Signature on Line

Printed Name: *RICHARD GONZALES*

Date: *6/15/2020*

Unit Number: *14*

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

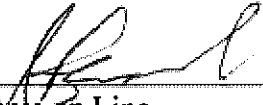
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1"**

  
\_\_\_\_\_  
Signature on Line

Printed Name: *Linda Ford*

Date: *6/12/20*

Unit Number: *15*

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



Signature on Line

Printed Name: EDWARD MURPHY

Date: 6/12/20

Unit Number: 16

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

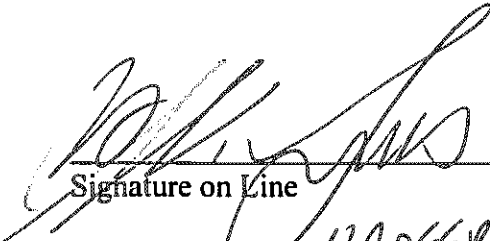
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

  
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Signature on Line  
Printed Name: *HAFSEER Shaikhs*  
Date: *6/6/20*  
Unit Number: *18*

\_\_\_\_\_  
Signature on Line  
Printed Name:  
Date:  
Unit Number:

\_\_\_\_\_  
Signature on Line  
Printed Name:  
Date:  
Unit Number:

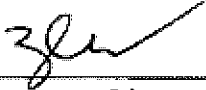
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Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



\_\_\_\_\_  
Signature on Line

Printed Name: ZENDEB ELMOBA

Date: 6/14/20

Unit Number: 20

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Elisabeth Meyer  
Signature on Line

Printed Name: *Elisabeth Meyer*

Date: *6/4/20*

Unit Number: *26*

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Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

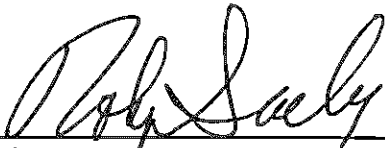
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

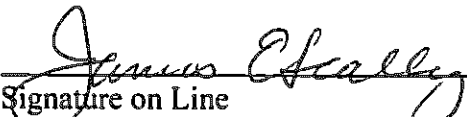
**EXHIBIT "1" (Continued)**

  
\_\_\_\_\_  
Signature on Line

Printed Name: *Robyn Scalley*

Date: *6/7/2020*

Unit Number: *Unit # 28*

  
\_\_\_\_\_  
Signature on Line

Printed Name: *JAMES Scalley*

Date: *6/7/2020*

Unit Number: *#28*

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



\_\_\_\_\_  
Signature on Line

Printed Name:  
Stefan Evers

Date:  
6-4-2020

Unit Number:  
29

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1"**



Signature on Line

Printed Name:

CARMELIA P. MUZZASSI

Date:

6-11-20

Unit Number:

30

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Cornelia T. Couture  
Signature on Line

Printed Name: Cornelia T. Couture

Date: 6/5/20

Unit Number: 31

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

                    JR Hiatt                      
Signature on Line  
Printed Name: *Jessica R Hiatt*  
Date: *6/11/20*  
Unit Number: *32*

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

\_\_\_\_\_  
Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Jill Lund  
Signature on Line

Printed Name: Jill Lund

Date: 6/12/2020

Unit Number: 33

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Andrea Granito  
Signature on Line *Andrea Granito*

Printed Name:

Date: *6/10/2020*

Unit Number: *34*

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

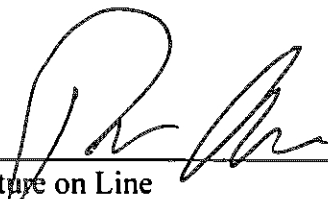
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

  
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Signature on Line

Printed Name: *Peter Allain*

Date: *6/15/20*

Unit Number: *35*

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

William Cooperman  
Signature on Line

Printed Name: William Cooperman

Date: 6/5/2020

Unit Number: 37

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Walter Birchler  
Signature on Line  
Printed Name: *WALTER BIRCHLER*  
Date: *6-13-20*  
Unit Number: *438*

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

\_\_\_\_\_  
Signature on Line  
Printed Name:  
Date:  
Unit Number:

\_\_\_\_\_  
Signature on Line  
Printed Name:  
Date:  
Unit Number:

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Signature on Line  
Printed Name:  
Date:  
Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

*Valerie S Lies*

Signature on Line

Printed Name: *Valerie S Lies*

Date: *6/4/20*

Unit Number: *39*

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

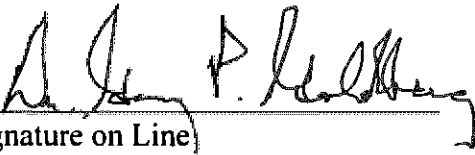
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

  
Signature on Line

Printed Name:

Date:

Unit Number: 44

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Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**

Kathleen Rowlands  
Signature on Line *Kathleen Rowlands*

Printed Name:

Date: *June 12, 2020*

Unit Number: *43*

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Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

\_\_\_\_\_  
Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

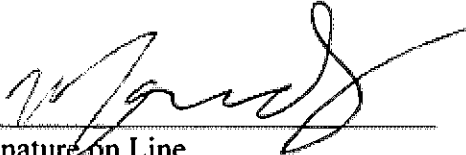
Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1" (Continued)**



\_\_\_\_\_  
Signature on Line

Printed Name: *Mandy M. Hebert*

Date: *6/12/20*

Unit Number: *44*

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

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Signature on Line

Printed Name:

Date:

Unit Number:

EASTERN POINT CONDOMINIUM  
AMENDMENT TO MASTER DEED

EXHIBIT "1" (Continued)



Signature on Line

Printed Name: J. DAWN FATTEN

Date: 06/14/2020

Unit Number: #47



Signature on Line

Printed Name: Kelsey Shepheard

Date: 06/14/20

Unit Number: 47

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

Signature on Line

Printed Name:

Date:

Unit Number:

**EASTERN POINT CONDOMINIUM**  
**MASTER DEED**

**Exhibit "C"**

<b><u>Boat Slip No.</u></b>	<b><u>Unit No.</u></b>	<b><u>Owner Name</u></b>
B1	24	Foley
B2	33	Lund
B3	35	Allain
B4	30	Mutassi
B5	26	Meyer
B6	28	O'Brien
B7	40	Brew
B8	20	Elaba
B9	36	Balsamo
B10	01	Simoncini
B11	41	Goldberg
B12	09	Raymond
B13	29	Evers
B14	32	Hiatt
B15	07	Tonelli
B16	N/A	Eastern Point Condominium
B17	06	McCluskey

**EASTERN POINT CONDOMINIUM**  
**MASTER DEED**

**Exhibit "C" (Continued)**

<b><u>Boat Slip No.</u></b>	<b><u>Unit No.</u></b>	<b><u>Owner Name</u></b>
B18	34	Botero
B19	16	Murphy
B20	N/A	Eastern Point Condominium
B21	42	Stevens
B22	44	Hebert
B23	11	Deyette
B24	12	Burns
<b><u>Personal Watercraft Ramp</u></b>	<b><u>Unit No.</u></b>	<b><u>Owner Name</u></b>
R1	09	Raymond
R2	09	Raymond
R3	30	Mutassi
R4	30	Mutassi
R5	24	Foley
R6	24	Foley
R7	07	Tonelli
R8	07	Tonelli

**EASTERN POINT CONDOMINIUM**  
**MASTER DEED**

**Exhibit "C" (Continued)**

**All Kayak Storage Units Are Property of Eastern Point Condominium**

<b><u>Kayak Storage No.</u></b>	<b><u>Tenant Name</u></b>	<b><u>Unit No.</u></b>
K1	Eastern Point Condominium	N/A
K2	Cooperman	37
K3	Lewando	43
K4	Lewando	43
K5	Kozma	02
K6	Eastern Point Condominium	N/A
K7	Kamrad	39
K8	Kamrad	39
K9	Murphy	16
K10	Murphy	16
K11	Lund	33
K12	Foley	24
K13	Brew	40
K14	Brew	40

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

WHEREAS, the Eastern Point Condominium (the "Association") is a condominium located in Shrewsbury, Massachusetts and created pursuant to a Master Deed recorded with the Worcester District Registry of Deeds at Book 8470, Page 182 (Amended Master Deed recorded Book 8488 Page 332) and a Declaration of Trust recorded with the Worcester District Registry of Deeds at Book 8470, Page 219 (Amended Declaration of Trust recorded Book 8488 Page 369); and

WHEREAS, the Master Deed, at Article XI thereof, provides for amendments to the Master Deed by 75% or more of the beneficial interest, a majority of the Board of Trustees and assent of the first mortgage holders of units impacted; and

WHEREAS, M.G.L. Chapter 183A, §23 provides for the assent of first mortgagees who fail to respond to a notice of the proposed amendment issued via first-class and certified mail within sixty (60) days of the date of mailing such notice; and

WHEREAS, at least the majority of the Board of Trustees and at least the requisite majority of the unit owners and the mortgage holders agree that the Master Deed, originally and as amended, fails to describe the heating systems and related equipment on the property and that an accurate description of original and new systems and equipment should be included; and

WHEREAS, at least a majority of the Board of Trustees and at least the requisite majority of the unit owners and the mortgage holders agree that the amendment listed below is in the best interests of the Association;

NOW THEREFORE, this is to certify that the following amendment is assented to by at least a majority of the Board of Trustees, owners of units to which at least 75% of the beneficial interest of the Association is allocated and necessary mortgagees all as required by Article XI of the Master Deed, and as evidenced by this document and Exhibit "1" attached hereto:

[CONTINUED NEXT PAGE]

*WJ*  
*RPF*  
*DB*  
*EM*  
*JA*

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**PAGE -2-**

1. Article V, "Description of Buildings", is hereby amended by adding thereto a new paragraph reading as follows:

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

Any language of the Master Deed and Declaration of Trust which must be altered to render the Master Deed and Declaration of Trust consistent with this Amendment shall be interpreted to be so altered. All other provisions of the Master Deed and Declaration of Trust shall remain in full force and effect.

The assent of the unit owners to this Amendment is demonstrated by the signatures on the ballots attached hereto, collectively, as Exhibit "1" to this Amendment

[CONTINUED NEXT PAGE]

AG  
RFF  
AB  
EHL  
JS

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -3-**

The undersigned, being the present duly-appointed members of the Board of Trustees of the Eastern Point Condominium do hereby certify, attest and swear under pains and penalties of perjury that: 1) each Trustee is not a minor and is competent to attest to the facts associated with the passage of this Amendment and the execution of this document; 2) this Amendment to Master Deed was approved in writing by owners of units to which at least 75% of the beneficial interest of the Association is allocated as evidenced by Exhibit "1" attached hereto; and 3) in accord with M.G.L. Chapter 183A, §23, necessary mortgage holders have either assented to this Amendment or failed to respond to notice thereof, all as evidenced by our statement herein and execution hereof.

WITNESS our hands and seals this 9 day of January, 2021. 2023

*DMM Jan 9, 2023*

Board of Trustees of the Eastern Point Condominium:

*[Handwritten Signature]*

John Shea, as Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

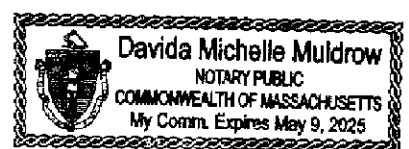
*DMM Jan 9, 2023*

January 9, 2021 2023

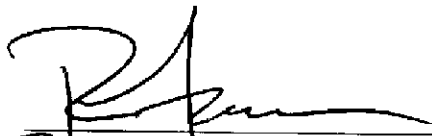
*DMM Jan 9, 2023*

On this 9 day of January, 2021, 2023, before me, the undersigned notary public, personally appeared John Shea, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

*[Handwritten Signature]*  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -4-**

  
\_\_\_\_\_  
RYAN FOLEY, as Trustee

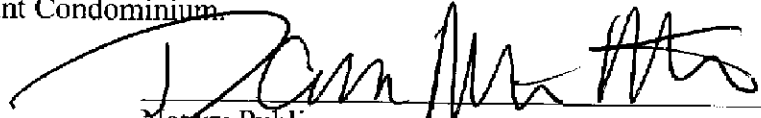
COMMONWEALTH OF MASSACHUSETTS

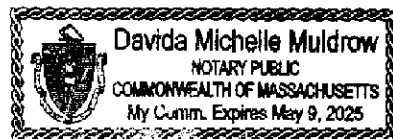
*Am*  
*Jan 9-2023*

Worcester, ss.

*Am*  
*Jan 9 2023* January 9, 2021 *2023*

On this 9 day of January, 2021, before me, the undersigned notary public, personally appeared RYAN FOLEY, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE -5-**

*Edward C. Murphy*  
as Trustee  
Edward C. Murphy

*DMM  
Jan 9, 2023*

Worcester, ss.

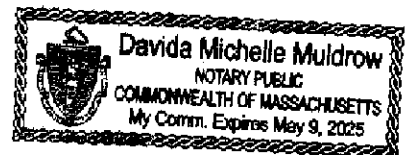
COMMONWEALTH OF MASSACHUSETTS

*DMM  
Jan 9, 2023*

January 9, 2023

On this 9 day of January, 2023, before me, the undersigned notary public, personally appeared EDWARD C. MURPHY, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

*David Michelle Muldrow*  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE # 5**

*[Handwritten signature of Andrew Zimmon]*

Andrew Zimmon, as Trustee

COMMONWEALTH OF MASSACHUSETTS

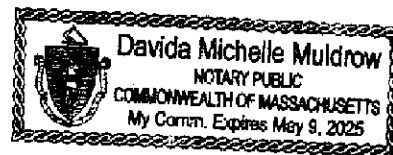
*DM 9, 2023*

Worcester, ss.

*DM 9, 2023* January 9, 2021 2023

On this 9 day of January, 2023, before me, the undersigned notary public, personally appeared ANDREW ZIMMON, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

*[Handwritten signature of Davida Michelle Muldrow]*  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**  
**PAGE ~~1~~ 7**

Andrea Granito  
Andrea Granito, as Trustee

COMMONWEALTH OF MASSACHUSETTS

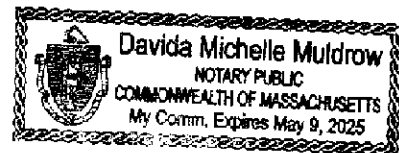
*DM Jan 9, 2023*

Worcester, ss.

*DM Jan 9, 2023* January 9, 2021 *2023*

On this 9 day of January 9, 2021, before me, the undersigned notary public, personally appeared Andrea Granito, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

David Michelle Muldrow  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO MASTER DEED**

**EXHIBIT "1"**

The following pages are ballots evidencing the vote of the unit ownership on the Amendment to Master Deed.

Q9  
RPF  
Q3  
EM  
JS

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

**VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST**

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

**RESPONSE TO POLL ON CREDIT OPTIONS**

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 21 day of July, 2021.

24  
Unit Number

2.798  
Undivided Interest  
(to be completed by the Trustees)

JOSEPH A. SIMONCINI Jr.  
(Print Name)

*[Handwritten Signature]*  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 21 day of July, 2021.

22  
Unit Number  
2798  
Undivided Interest  
(to be completed by the Trustees)

Ruth Hoza  
(Print Name)  
Ruth Hoza  
(Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

*JMA 43*

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

**VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST**

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

Condominium Unit Owner Meetings- Remote Attendance and Participation  
Condominium Unit Owner Electronic Voting  
Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

**RESPONSE TO POLL ON CREDIT OPTIONS**

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

577  
#3

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 14 day of July, 2021.

25  
Unit Number

2.665  
Undivided Interest  
(to be completed by the Trustees)

Jean-Jer Martinson  
(Print Name)

[Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

9A  
#3

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 20 day of July, 2021.

21  
Unit Number

2.450  
Undivided Interest  
(to be completed by the Trustees)

Cathleen M. Arvidson  
(Print Name)

Cathleen M. Arvidson  
(Signature)

Dean B. Arvidson Jr  
(Print Name)

[Signature]  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19 day of July, 2021.

26  
Unit Number

2.465  
Undivided Interest  
(to be completed by the Trustees)

N Deera N Dattaw  
(Print Name)

N Deera N Dattaw  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 17 day of JULY, 2021.

20  
Unit Number

2.450  
Undivided Interest  
(to be completed by the Trustees)

MICHAEL R. McCLUSKEY  
(Print Name)

Michael R. McCluskey  
(Signature)

Elizabeth K. McCluskey  
(Print Name)

Elizabeth K. McCluskey  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

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YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 22 day of JULY, 2021.

27  
Unit Number

3.520  
Undivided Interest  
(to be completed by the Trustees)

Richard J Tonelli  
(Print Name)

[Signature]  
(Signature)

Diane Tonelli  
(Print Name)

[Signature]  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

PAGE -2-

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

PAGE -3-

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 17 day of July, 2021.

8/A19  
Unit Number

2.450  
Undivided Interest  
(to be completed by the Trustees)

Rebecca Bauer  
(Print Name)

[Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

8 Eastern Point

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

*\* We believe the board's poll votes should NOT be counted since they directly benefit from receiving*

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19 day of July, 2021.

28  
Unit Number

2.665  
Undivided Interest  
(to be completed by the Trustees)

Betsy Raymond  
(Print Name)

Betsy Raymond  
(Signature)

Michael Raymond  
(Print Name)

Michael Raymond  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

Condominium Unit Owner Meetings- Remote Attendance and Participation  
Condominium Unit Owner Electronic Voting  
Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 15 day of July, 2021.

29  
Unit Number

2.665  
Undivided Interest  
(to be completed by the Trustees)

Matthew Deyette  
(Print Name)  
Matthew Deyette  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

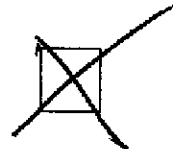
**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

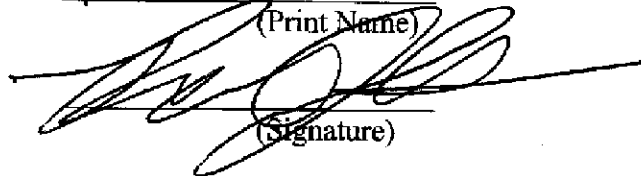
I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19 day of July, 2021.

12 Eastern Point Dr/Unit 17  
Unit Number

2.450  
Undivided Interest  
(to be completed by the Trustees)

Patrick Burns  
(Print Name)

  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 21 day of July, 2021.

16  
Unit Number  
2.450  
Undivided Interest  
(to be completed by the Trustees)

Richard Gonzalez  
(Print Name)  
[Signature]  
(Signature)

LYNN GONZALEZ  
(Print Name)  
[Signature]  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

PAGE -2-

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 16 day of July, 2021.

15  
Unit Number  
2.928  
Undivided Interest  
(to be completed by the Trustees)

EDWARD C MURPHY  
(Print Name)  
[Signature]  
(Signature)  
Melissa Murphy  
(Print Name)  
[Signature]  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 13 day of July, 2021.

14  
Unit Number

2.928  
Undivided Interest  
(to be completed by the Trustees)

HADSEER SHAIKHLY  
(Print Name)

[Handwritten Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:


**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 20<sup>th</sup> day of July, 2021.

13  
Unit Number  
2.407  
Undivided Interest  
(to be completed by the Trustees)

ZENOEE ELARA  
(Print Name)

  
(Signature)

WILFRED ELARA  
(Print Name)

  
(Signature)

22

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

Condominium Unit Owner Meetings- Remote Attendance and Participation  
Condominium Unit Owner Electronic Voting  
Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 15 day of July, 2021.

12  
Unit Number

2.537  
Undivided Interest  
(to be completed by the Trustees)

Nicholas Barnard  
(Print Name)

Nicholas Barnard  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

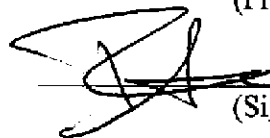
I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 22<sup>nd</sup> day of July, 2021.

11  
Unit Number

2.537  
Undivided Interest  
(to be completed by the Trustees)

Ryan Fover  
(Print Name)

  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 13 day of July, 2021.

10  
Unit Number

2.537  
Undivided Interest  
(to be completed by the Trustees)

Elisabeth Meyer  
(Print Name)

Elisabeth Meyer  
(Signature)

David Meyer  
(Print Name)

David Meyer  
(Signature)

20

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

Unit 28

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

*Unit 101*

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 18<sup>th</sup> day of July, 2021.

#9  
Unit Number

2.537  
Undivided Interest  
(to be completed by the Trustees)

Robyn Scalley  
(Print Name)

[Signature]  
(Signature)

Jim Scalley  
(Print Name)

[Signature]  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

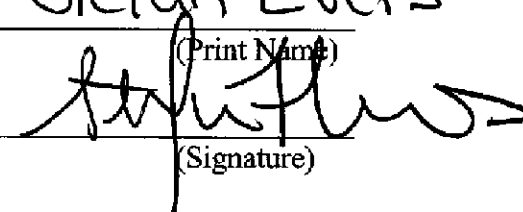
Do Not Like Either option  
3 years or less, ok, more than 3

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 30 day of July, 2021.

31  
Unit Number  
2.602  
Undivided Interest  
(to be completed by the Trustees)

Stefan Everts  
(Print Name)  
  
(Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**ABSTAIN**  
**B**

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

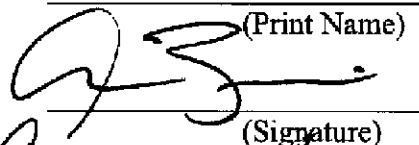
I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 20<sup>TH</sup> day of JULY, 2021.  
UNIT #

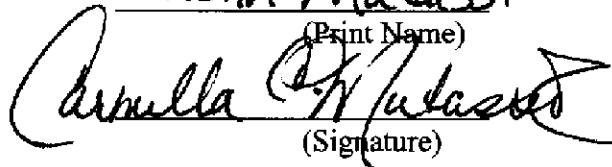
#30 EASTERN POINT  
Unit Number

2.407  
Undivided Interest  
(to be completed by the Trustees)

ANDREW ZIMMON  
(Print Name)

  
(Signature)

Carmella Mudassi  
(Print Name)

  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:



**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

~~"Buildings 1-4 were originally constructed to be served by a so-~~  
called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 17 day of July, 2021.

6  
Unit Number  
2.928  
Undivided Interest  
(to be completed by the Trustees)

Andrea Granito  
(Print Name)  
Andrea Granito  
(Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

*MJD*

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

*MJD*

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

PAGE -3-

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19<sup>th</sup> day of July, 2021.

#5  
Unit Number

2.407  
Undivided Interest  
(to be completed by the Trustees)

Michelle Symonds  
(Print Name)

M. J.  
(Signature)

John Shea  
(Print Name)

J. Shea  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19 day of July, 2021.

4  
\_\_\_\_\_  
Unit Number  
2.537  
\_\_\_\_\_  
Undivided Interest  
(to be completed by the Trustees)

WALTER BIRCHLER  
\_\_\_\_\_  
(Print Name)

Walter Birchler  
\_\_\_\_\_  
(Signature)

Carol A. Birchler  
\_\_\_\_\_  
(Print Name)

Carol A. Birchler  
\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 15<sup>th</sup> day of July, 2021.

36  
Unit Number  
2.407  
Undivided Interest  
(to be completed by the Trustees)

Valerie S. Lies  
(Print Name)

Val S Lies  
(Signature)

Brian P. Lies  
(Print Name)

Brian P. Lies  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

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I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 17<sup>th</sup> day of July, 2021.

3  
Unit Number

2.537  
Undivided Interest  
(to be completed by the Trustees)

Mary Ellen Brew  
(Print Name)

Mary Ellen Brew  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

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I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 16<sup>th</sup> day of July, 2021.

2  
Unit Number

2.407  
Undivided Interest  
(to be completed by the Trustees)

Carrie Stevens  
(Print Name)

[Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 17 day of July, 2021.

38  
Unit Number  
2.277  
Undivided Interest  
(to be completed by the Trustees)

Kathleen Lewando  
(Print Name)

Kathleen Lewando  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 12 day of July, 2021.

1.  
Unit Number

2.798  
Undivided Interest  
(to be completed by the Trustees)

Mandy M. Hebert  
(Print Name)

  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:

NO- Against amending Article V:

[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -2-**

**VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST**

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

- Condominium Unit Owner Meetings- Remote Attendance and Participation
- Condominium Unit Owner Electronic Voting
- Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

**RESPONSE TO POLL ON CREDIT OPTIONS**

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:

I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

**PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 19 day of July, 2021.

39  
Unit Number

2.277  
Undivided Interest  
(to be completed by the Trustees)

NATALIE G. OSORIO  
(Print Name)

Natalie G. Osorio  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS**

VOTE ON PROPOSED MASTER DEED AMENDMENT

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest, do hereby consent and vote to Amend the Master Deed by adding the following to Article V, "Description of Buildings":

"Buildings 1-4 were originally constructed to be served by a so-called geo-thermal heating system. By 2020, the geo-thermal systems for Buildings 1, 2 and 4 reached a state of age and wear such that repair was not economically feasible. Accordingly, in 2021, the Association passed an amendment to decommission the water wells and all associated equipment for the geo-thermal systems at Buildings 1, 2 and 4. All buildings in the final phase of the condominium development were originally constructed to be served by natural gas. Consistent with this approach, Buildings 1, 2 and 4 will be served by natural gas and electricity going forward. Through 2021, the geo-thermal system serving Building 3 remains operable and maintainable and shall therefore remain in place until such time as it is no longer economically feasible. The owners of all Units in all Buildings shall continue to select, purchase, install, maintain, repair and replace all heating system equipment located within the Units and shall have the right to be served by the geo-thermal system in the case of Building 3 and by natural gas and electric with respect to all other buildings."

YES - In favor of amending Article V to add the language above:



NO- Against amending Article V:



[CONTINUED NEXT PAGE]

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -2-**

VOTE ON PROPOSED AMENDMENT TO DECLARATION OF TRUST

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, having the below listed percentage of Undivided Beneficial Interest and having been provided a copy and opportunity to review the proposed amendment, do hereby consent and vote as indicated below to amend Article VI, Section 6.8 of the Declaration of Trust by adding a new Section 6.8.4 to allow for:

Condominium Unit Owner Meetings- Remote Attendance and Participation  
Condominium Unit Owner Electronic Voting  
Condominium Manager Remote Attendance at Meeting and Electronic Voting

YES - In favor of amending Section 6.8 as described above:

NO- Against amending Section 6.8:

RESPONSE TO POLL ON CREDIT OPTIONS

Credit Option 1- Assuming a life expectancy of 25 years, unit owners in Buildings 1, 2 and 4 will receive a credit of \$600 for each year of remaining useful life of their heating system equipment based on the "turn on" date to the present, with a maximum credit of \$7,500.00.

Credit Option 2- Unit owners in Buildings 1, 2 and 4 who installed their heating system equipment within the past 3 years will receive a credit of \$7,500.00 and unit owners in Buildings 1, 2 and 4 who installed their heating system equipment more than 3 years ago will receive a credit of \$3,000.00.

I (We) the undersigned Unit Owner(s) of the below specified Unit of the Eastern Point Condominium, in response to the poll on credit options hereby respond as follows:

I(We) prefer Credit Option 1:


I(We) prefer Credit Option 2:

**EASTERN POINT CONDOMINIUM  
VOTE/CONSENT TO AMENDMENT OF MASTER DEED,  
AMENDMENT OF DECLARATION OF TRUST, AND  
RESPONSE TO POLL ON CREDIT OPTIONS  
PAGE -3-**

I (We) do further authorize and empower the Trustees of the Eastern Point Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 2021.

40  
Unit Number  
2.798  
Undivided Interest  
(to be completed by the Trustees)

Cheryl Winsor  
(Print Name)  
  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)