

4/30/08

**OLDE CANAL VILLAGE**  
**An Adult Community**  
**Uxbridge, Massachusetts**

**FICCO & SIMMLER**  
**Attorneys at Law**  
**THE ROBERTS BUILDING**  
**P.O. BOX 456**  
**FRANKLIN, MA 02038**

**MASTER DEED**

MARINELLA DEVELOPMENT, LLC, a Massachusetts Limited Liability Company, having a usual place of business at 28 Tia Place, Franklin, Massachusetts ( the "Declarant"), being the owner of the land in Uxbridge, Worcester County, Massachusetts with the buildings and improvements thereon situated, as more particularly described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and propose to create, and hereby do create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

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1. NAME. The name of the Condominium shall be:  
**OLDE CANAL VILLAGE CONDOMINIUM**
2. DESCRIPTION OF LAND. The land (hereinafter the "Land") upon which the building and improvements are situated is described in said Exhibit A attached hereto and made part hereof. The Declarant reserves the right, but not the obligation, to create additional phases, including any part thereof, by adding by amendment to this Master Deed additional buildings ("Additional Buildings") and additional units ("Additional Units") to be constructed on the Land. Any Additional Buildings or Additional Units to be added shall be constructed consistent with the initial buildings and units in terms of quality of construction.

When and if all Phases are completed the Condominium will contain seventy two (72) units. Said premises are subject to the right and easement hereby reserved by the Declarant to construct additional buildings, parking areas and roadways for future phases. The Declarant also reserves the right to have as an appurtenance to the construction of the future Phases an easement to pass and repass over the Land, including the right to store equipment and supplies, and materials so far as the same are necessary or convenient for the construction of the said future Phases. The Declarant shall have the right and easement to use all driveways and walkways affording access to the premises including the right and easement to construct additional driveways and walkways to serve the buildings in the future Phases, provided that such easement for access and construction shall not interfere with the access of the owners to the units in Subphase I-1 and to the units in each subsequent Subphase, if and when added.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub-phases within one or more phases) to change the order or number of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

In addition to Additional Building(s), a Community and Recreational Center may be constructed on the land and added hereafter to the Condominium in accordance with this Master Deed. Such additional facilities shall, if constructed, become part of the Common Areas and Facilities of the Condominium further described in Section 5 below. The size, shape, composition, configuration and location of any future Facilities is subject to change in the sole discretion of the Declarant prior to their inclusion in the Condominium. If future Facilities are added to the Condominium they shall at all times be subject to such Rules and Regulations as are provided for in the Trust, or as the Trustees of the Trust shall from time to time provide.

The Declarant also reserves the exclusive right to grant easements over, under, through, and across the common areas of the Condominium for the purpose of installing gas, electricity, telephone, cable television, and all other utility lines serving the units

in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

Declarant reserves the right to amend the Master Deed for the purpose of adding additional Units to be constructed on the Land, and to add contiguous and adjacent parcels of land, which the Declarant may acquire in the future, to the Land and to add additional units to the Condominium to be constructed thereon, however nothing herein shall compel the Declarant to add additional Land. In the event that the Declarant chooses to so add Land and/or Units, it shall be done in conformance with the provisions of Section 5, Section 9(b) and Section 9(c) hereof.

3. DESCRIPTION OF THE BUILDINGS. Subphase I-1 of the Condominium consists of one building (hereinafter the "Building") known and numbered "Building #1", containing 3 units. The Building is two and one half stories with a basement below, and is of wooden-frame construction with concrete foundations and asphalt shingle roofs. The Buildings are faced with vinyl siding.
4. DESIGNATION OF THE UNITS AND THEIR BOUNDARIES.
  - (a) The Condominium has 3 Units (hereinafter referred to as the "Units"). The designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit B attached hereto, and are shown on the site and floor plans recorded herewith in Plan Book 753, Pages 118. The said floor plans show the layout, locations, designations and dimensions of the Unit as built, indicate that the Buildings has no name and bear the verified statement of a Registered Land Surveyor, all as required by the provisions of Section 8 of Chapter 183A.
  - (b) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows, are as follows:
    - (i) FLOORS. The plane of the upper surface of the basement concrete floor slab.
    - (ii) CEILINGS. The plane of the lower surface of the roof rafters.

- (iii) EXTERIOR BUILDING WALLS, DOORS AND WINDOWS. As to walls, the plane of the interior surface of the wall studs, chimney and trim and, in the case of the basement, the plane of the interior surface of the concrete foundation walls, as to the doors, the exterior surface thereof; and as to windows, the exterior surface of the glass, sash and window frames. All storm and screen windows and doors, whether interior or exterior, shall be the property of the owner of the Unit to which they are attached or attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner.
  - (iv) INTERIOR BUILDING WALLS BETWEEN UNITS. The plane of the surface of the wall studs facing each unit.
  - (v) GARAGES. As to the walls, the plane of the interior surface of the wall studs; as to the ceiling, the plane of the lower surface of the roof rafters; as to the door, the exterior surface thereof.
- (c) Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, wood framed wall between the Units, roofs, basement floor slab, outdoor decks, exterior window and door frames, driveways, walks, exterior steps and all conduits, ducts, pipes flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit, but which serve the other Unit.
  - (d) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including the heating apparatus situated in and exclusively serving the Unit.
  - (e) Each Unit shall have as appurtenant thereto, the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are described as "Exclusive Easement Areas" in paragraph 7 hereof.
  - (f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the owners of other Units in the Condominium except for the Exclusive Easement Areas and Facilities described in paragraph 7 hereof which are reserved for the

exclusive use of the Unit to which such Exclusive Easement Areas and Facilities appertain.

- (g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the owners of other Units in the Condominium except for the Exclusive Easement Areas and Facilities described in paragraph 7 hereof which are reserved for the exclusive use of the Unit to which such Exclusive Easement Areas and Facilities appertain.

5. COMMON AREAS AND FACILITIES. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Building and Improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundation, structural columns, girders, beams, supports, perimeter walls, wood frame wall between the Units, roofs, basement floor slabs, outdoor decks, exterior window and door frames, driveways, walks and exterior steps.
- (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit line.
- (d) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 7 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owner.

6. PERCENTAGE OWNERSHIP INTEREST IN COMMON AREAS AND FACILITIES.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units. The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit C as amended as Units are added to the Condominium.

7. EXCLUSIVE EASEMENT AREAS.

- A. **DRIVEWAY.** Each Unit shall have the exclusive right and easement to use the driveway immediately in front of the garage and such parking space(s), if any, which are designated in the first Unit Deed to such Unit by the Declarant. Any parking space so designated shall thereafter be conveyed together with the Unit whether or not specifically referenced in future deeds or mortgages and may not be sold separately from said Unit except that Unit Owners may exchange parking spaces. At the time the Declarant no longer owns any Units in the Condominium, any parking spaces which have not been assigned to a particular Unit shall become non-exclusive common area of the Condominium and shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees, including, without limitation, providing for efficient removal of snow or the making of repairs to the parking areas and Buildings.
- B. **PORCHES and DECKS.** Any porch or deck directly adjacent to any Unit and shown on the Plans shall be common area, with each such Unit entitled to an easement for the exclusive use of said porch. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order. Maintenance and repair of porches and decks shall be the responsibility and expense of the Trust. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive patio, porch or deck without being deemed guilty of any manner of trespass. The right to use a porch or deck shall not, in

any event, be severed from ownership of the Unit for which they are appurtenant.

The said Exclusive Easement Areas shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraph 9 hereof.

8. PURPOSE AND RESTRICTIONS ON USE. The Condominium is to be used solely for single family residential purposes and uses strictly incidental thereto, and shall be subject to the following restrictions:

- (a) OLDE CANAL VILLAGE is an adult community. Occupancy of units is limited to persons fifty-five years of age or older (a "Qualified Occupant"), the spouse of a Qualified Occupant (whether or not age fifty-five or older) (including the surviving spouse of a deceased Qualified Occupant) and relative(s) by blood or marriage of such Qualified Occupant or spouse, provided such relative is age fifty-five or older (Qualified Relative), all together hereinafter referred to as Qualified Residents.
- (b) A unit owner shall not cause or allow the use or occupancy of his or her unit for any purpose other than as a private residence for a Qualified Occupant, a spouse of a Qualified Occupant and/or a Qualified Relative, it being understood that the property is to be used solely for adult housing. No unit shall be occupied by more than three (3) persons. The sole exception to such limits on occupancy shall be that a Unit may be occupied by guests of a Qualified Resident for not more than fourteen (14) consecutive days nor more than twenty-eight (28) cumulative days per calendar year unless a longer period is approved in writing by the Trustees which approval may be revoked at any time by the Trustees.
- (c) The Trustees shall have the power to make an exception to the occupancy limitations in subparagraphs (a) and (b) above in order to properly accommodate the medical needs of a Qualified Resident. Such medical needs and the expected term of such medical needs shall be certified under oath in writing by the physician or physicians of such Qualified Resident (Medical Certification).

Certifications of medical needs shall be renewed annually or more frequently according to the expected term of medical needs in the Medical Certification.

- (d) No guests may occupy a Unit unless a Qualified Resident is also in occupancy. No one may occupy a Unit under a Certification of medical needs unless such medically needy Qualified Resident is also in occupancy.
- (e) No business activities of any nature shall be conducted in any Unit, except for home professional pursuits without regular visits by the public.
- (f) The architectural integrity of the Building and grounds shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, enclosure, fence, air conditioning unit, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration, or other feature visible from the adjoining unit or the public way, shall be erected or placed upon or attached to the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by all of the Condominium Trustees.
- (g) All use and maintenance of Units and the Common Areas and Facilities (including the Exclusive Easement Areas) shall be conducted in a manner consistent with the comfort and convenience of the owner of the other Unit. No Unit Owner may use or maintain his Unit or the Exclusive Easement Areas appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units and their appurtenant Exclusive Easement Areas.
- (h) No Unit or any part of the Common Areas and Facilities (including the Exclusive Easement Areas) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws.
- (i) Each unit owner indemnifies and holds the other unit owner harmless from any liability arising from any action or non action taking place within his unit or upon the exclusive easement area appurtenant to his unit.

- (j) No Unit shall be leased or rented without the written consent of the Trustees. Such consent shall not be unreasonably withheld or delayed in the event of a proposed lease to a Qualified Person. No lease shall be for a period of less than one (1) year. Such lease shall incorporate these purposes and restrictions on use and the Rules and Regulations of the Olde Canal Village Condominium Trust as same may be amended from time to time.
- (k) No Unit shall be used or maintained for any illegal purpose nor in a manner contrary to or inconsistent with the terms of this Master Deed, the Bylaws of the Olde Canal Village Condominium Trust and the Rules and Regulations adopted by the Trust from time to time.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Trust, and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit Ownership.

9. RESERVED RIGHTS.

- (a) Technical Corrections. Declarant reserves for itself, its successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including without limitation, correction of scrivener's or typographical errors.

Notwithstanding the foregoing provisions of this Section, the Declarant reserves the right to amend this Master Deed, to do any of the following ("Minor Adjustments"): to add deck(s) or patios, to modify the foundation of a Building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic space into a Unit and to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in there being more than seventy-two (72) Units in the Condominium.

If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase I, within three (3) years after the recording of the Master Deed, and in the case of future Phases, within three (3) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit Owner's Percentage in the Common Elements determined in the manner provided herein.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after the later of (a) fourteen (14) years from the date of recording of this Master Deed and (b) the date of the final completion of any Additional Buildings, and (ii) no such amendment shall affect any substantive rights of any Unit Owner other than Declarant, their successors or assigns.

- (b) Phase Amendments. Declarant reserves for itself, its successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases or subphases, amending the order, number or mix of phases and units or any other purpose consistent with the reserved powers of the Declarant.

Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the right of the Declarants, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to the Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall

run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns.

Any right or power reserved to the Declarant in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power. The foregoing reserved rights to amend the Master Deed and include Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) fourteen (14) years after the date of recording hereof, or (b) the date of the final completion of any Additional Building(s) and/or Recreational Facilities, the construction of which is commenced within such fourteen year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium, or (c) such later date as is consistent with the applicable requirement of FNMA or FHLMC.

- (c) In the event that there are unsold Units, the Declarant and its successors and assigns shall have the same rights, as the Owner of such unsold Units, and any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right for so long as it owns such an unsold Unit to:
  - (i) lease and license the use of any unsold unit;
  - (ii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units; and
  - (iii) perform any work and transact any other business on the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit.
- (d) The Condominium Trustees, acting together, shall have the right of access to each Unit and the Exclusive Easement Areas and Facilities appurtenant thereto:

- (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building;
- (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.

10. THE UNIT OWNERS' ORGANIZATION. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the OLDE CANAL VILLAGE CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") having a usual place of business at Warsaw Street, Uxbridge, Massachusetts, under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The name and address of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustee") is:

Anthony Marinella  
c/o Marinella Development, LLC  
P. O. Box 411  
Franklin, MA 02038

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

11. EASEMENT FOR ENCROACHMENT. If any portion of the Common Areas and Facilities now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation

for eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stands.

12. UNITS SUBJECT TO MASTER DEED, UNIT DEED AND CONDOMINIUM TRUST. 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 Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, 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.
13. AMENDMENTS TO MASTER DEED. This Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument, by an instrument in writing signed by the owners of sixty-seven (67%) percent or more in interest of the common areas and facilities. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it, or otherwise affect the rights reserved by the Declarant without the written assent of the Declarant in each instance, nor shall it modify the rights of any Unit Owner to the exclusive use of any portion of the common areas and facilities herein granted without the written assent thereto of the Unit Owner affected thereby and the first mortgagee holding a mortgage of record on the Unit. If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective

until recorded with the Worcester District Registry of Deeds within six (6) months from the date of execution thereof.

14. PROVISIONS FOR THE PROTECTION OF MORTGAGEES. Notwithstanding anything in this Master Deed or the "Condominium Trust" or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors 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 this Master Deed or the "Condominium Trust" or its By-Laws 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 a 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 "Condominium Trust" or its By-Laws;
  - (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 a Unit by such First Mortgagee except to the extent permitted by M.G.L. c. 183A;
  - (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which one hundred (100%) percent of the votes of the "Condominium Trust" are allocated and the

approval of the First Mortgagees who have one hundred (100%) percent of the votes subject to such first mortgages shall be required to:

- (i) by any act or omission, seek to abandon or terminate the Condominium;  
or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (a) levying assessments or charge or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (b) 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; 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 for other than repair, replacement or reconstruction thereof; or
- (vi) add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
  - (a) voting;
  - (b) assessments, assessments liens or subordination of such liens;
  - (c) reserves for maintenance, repair and replacement;
  - (d) insurance or fidelity bonds;
  - (e) rights to use common areas;
  - (f) responsibility for maintenance and repair of the several portions of the Condominium;

- (g) expansion or contraction of the Condominium of addition, annexation or withdrawal of property to or from the project;
- (h) boundaries of any Unit (This shall also require the affected Unit Owner's consent);
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction (This shall also require the affected Unit Owner's Consent);
- (m) a decision by the "Condominium Trust" to establish self management when professional management had been required previously by a First Mortgagee;
- (n) restoration or repair of the Condominium after hazard damage or partial condemnation in a manner other than specified in this Master Deed or the "Condominium Trust" or its By-Laws.
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on a Unit.

In addition, the prior written consent of the First Mortgagees representing one hundred (100%) percent of the votes of the mortgaged Units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written

proposal for an amendment within 30 days after the proposal is made. A certificate by the Clerk of the Condominium Trust appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
  - (f) In no event shall any provisions of this Master Deed or the "Condominium Trust" or its By-Laws 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 taking of such Unit and/or the common areas and facilities.
  - (g) A First Mortgagee, upon request made to the Trustees of the "Condominium Trust", shall be entitled to written notice of:
    - (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
    - (ii) any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty days.
    - (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the "Condominium Trust"; and
    - (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.
15. CONDOMINIUM CONTRACTS. Any agreement for professional management of the Condominium, or any other contract or lease with the "Condominium Trust" prior to Declarant's relinquishment of control, may not exceed three (3) years, and further must

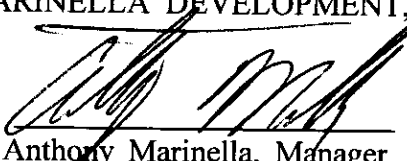
provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

16. BOOKS, RECORDS, AUDITED STATEMENTS.
- (a) The Trustees of Olde Canal Village Condominium Trust shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deeds, its By-Laws other rules concerning the Condominium and books, records and financial statement of the "Condominium Trust". "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (b) Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
17. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meaning herein unless the context otherwise requires.
18. SEVERABILITY. The invalidity or unenforceability 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.
19. 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.
20. 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.
21. CHAPTER 183A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO CONTROL. The Master Deed is set forth to comply with the requirements of Chapter 183A, and said Chapter shall control as to all matters

contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter shall control.

WITNESS my hand and seal this 30th day of March, 2000.

MARINELLA DEVELOPMENT, LLC

by   
Anthony Marinella, Manager

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

March 30, 2000

Then personally appeared the above named Anthony Marinella, Manager, and acknowledged the foregoing instrument to be the free act and deed of Marinella Development, LLC, before me.

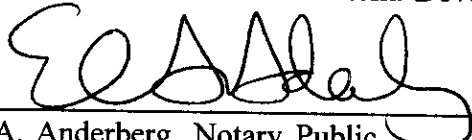
  
Erik A. Anderberg, Notary Public  
My Commission Expires: June 9, 2000

EXHIBIT A

The land and any improvements thereon situated on the easterly side of Oak Street in Uxbridge, Worcester County, Massachusetts, and being shown as Lot 1 on a plan entitled "Plan of Land in Uxbridge, Massachusetts, prepared for Olde Canal Realty Trust" dated August 17, 1999, prepared by Andrews Survey & Engineering, Inc., recorded with Worcester District Registry of Deeds in Plan Book 745, Page 91. Also including the sewer easement recorded in Book 21930, Page 49, assigned to the Declarant by Stephan M. Rodolakis, Trustee of Olde Canal Realty Trust, recorded with Worcester District Registry of Deeds in Book 21930, Page 61.

Said premises are subject to:

1. Rights of others in and to Warsaw Road shown as "Right of Way" on plan recorded in Book 2417, Page 25.
2. Terms and Provisions of Special Permit issued by Uxbridge Zoning Board of Appeals recorded in Book 21713, Page 240, and consent of Uxbridge Planning Board recorded in Book 22066, Page 110.
3. Order of Conditions DEP File No. 312-115 issued by Uxbridge Conservation Commission recorded in Book 21713, Page 53.

For Declarant's title, see deed of Stephan M. Rodolakis, Trustee of Olde Canal Realty Trust, recorded in Book 21930, Page 47.

## EXHIBIT B

## UNIT DESCRIPTIONS

## PHASE I

<u>Unit #</u>	<u>Unit Description</u>	<u>Approx. Square Footage</u>
1	2 BR, B, W/I LR, D/B, K LAV, BA, G	2074.6±
2	2 BR, B, W/I LR, D/B, K LAV, BA, G	2063.6±
3	2 BR, B, W/I E, ML, LR, K, BA, G	2629.30±

## Key

BA = Basement  
B = Bathroom  
BR = Bedroom  
LR = Living Room  
DR = Dining Room

K = Kitchen  
L = Laundry  
LF = Loft  
G = Garage  
E = Entry

D/B = Dining/Breakfast  
LAV = Lavatory/Laundry  
W/I = Walk-in Closet  
ML = Master Lavatory

Square footage encompasses living space not including garages or attics.

All units have access to common areas by way of doors leading to front porches and decks, a garage door leading to a driveway, and either a bulkhead or door leading to the lawn at the rear of the unit.

EXHIBIT C

UNIT PERCENTAGE INTERESTS

<u>Unit</u>	<u>Percentage Interest</u>
1	32.4
2	32.4
3	35.2

The Percentage Interest of each Unit shall be readjusted as additional Units are added to the Condominium according to the provisions of Chapter 183A and Section 6 of this Master Deed.