

Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
11152	MASTER DEED		16876/135	02/18/2004	1.00
Property-Street Address and/or Description					
RANGEWAY RD					
Grantors					
SWANSON MEADOWS CONDOMINIUM II, RANGEWAY FARMS LLC					
Grantees					
References-Book/Pg Description Recorded Year					
17950/8 AMEND 2004, 18704/225 AMEND 2005, 19632/67 PR 2005, 19633/245 COM 2005, 20970/284 AMEND 2007, 29906/253 6D 2016, 37066/133 6D 2022, 37277/6 6D 2022					
Registered Land Certificate(s)-Cert# Book/Pg					

Copy

MASTER DEED

OF

SWANSON MEADOWS CONDOMINIUM II


2004 00011152
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Rangeway Farms, LLC, a Massachusetts limited liability company with a principal office at 35 Boston Street, Middleton, Essex County, Massachusetts (hereinafter referred to as the "Seller" or the "Declarant"), being the sole owner of the land at Rangeway Road in Billerica, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land.

The land upon which the building(s) and improvements are situated is described in Exhibit "A" attached hereto and made apart hereof.

2. Description of Building and Improvements.

The Condominium will be built in phases, the first phase of the Condominium will consist of Two (2) clusters of town house style buildings with a total of Eight (8) Units. All the Units have as appurtenant thereto, the exclusive right to use a garage as shown on the plans filed herewith and as set forth on Exhibit "B" attached hereto, which garages are Exclusive Common Area as that term is defined in Paragraph 5 hereof. Each building is situated on a concrete slab or a concrete basement foundation, has a wood frame and vinyl siding with asphalt/fiberglass shingle roof over OSB sheathing. Each Unit has a brick or a concrete patio extending from the Unit as well as a porch/deck of wooden construction extending from the front of the unit, all as shown on the plans recorded herewith and as set forth in Exhibit "B" attached hereto. Each patio or porch/deck is be Exclusive Common Area as defined in Paragraph 5 hereof and shall be for the exclusive use of the Unit to which it is attached.

3. Description of the Units and Their Boundaries.

(a) The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Units are set forth in Exhibit "B", attached hereto, and as shown on the site and floor plans of the Condominium, recorded herewith. The said floor plans show the layout, locations, dwelling numbers and dimensions of the Units as built, and bear the verified

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statement of a Registered Architect, all as required by the provisions of Section 8 of said 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 concrete slab for slab style units and the plane of the upper surface of the basement floor for basement style units.
- (ii) Ceilings: the planes of the lower surfaces of the ceiling joints.
- (iii) Walls: the planes of the interior surfaces of wall studs facing such Unit.
- (iv) Exterior Building Walls: the planes of the interior surface of the wall studs for all units, and the interior surface of the concrete foundation walls for basement style units.
- (v) Exterior Doors and Windows: the exterior surfaces of the doors and windows and window sash, except that as to door frames and window frames, the interior surfaces thereof. All storm and screen windows and doors, however, whether exterior or interior, shall be the property of the owner of the Unit to which same are attached or attachable and shall be installed, maintained, repaired or replaced at the sole cost and expense of such Unit's owner.

(c) Each Unit excludes and does not include the concrete slab, structural columns, beams, supports, walls and portions of walls which are not expressly included in the Units as set forth in (iii) and (iv) herein above, roofs, patios, porches/decks, attics, dormers, garages, driveways, walks and walkways, exterior steps and stoops and all conduits, ducts, pipes, flues, wires, and wiring and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit but which provide service also to the other Units.

(d) Each Unit does include the ownership of all utility installations contained therein which exclusively serve such Unit, including heating and air conditioning apparatus, which serve only that Unit.

(e) Each unit shall have as appurtenant thereto the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the driveway shown on the plan herein referred to, the common areas and facilities, or other Units.

(f) Each unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities, as shown on Exhibit "B" attached hereto.

(g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 4 hereof, in common with the other Units in the Condominium.

4. Description of Common Areas and Facilities.

The Common Areas and Facilities of the Condominium shall consist of the land described in Exhibit "A" attached hereto, including all improvements located thereon other than the Units. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

(a) In general any and all apparatus, equipment and installations existing for common use.

(b) The lawns, gardens, plants, shrubbery, landscaping, driveways, roads, walkways and parking areas on the land described in Exhibit "A" and shown on the plans filed herewith, and the improvements thereto and thereof, including, but not limited to, fences, walls, exterior lighting and railings.

(c) The concrete slab, basement foundation, structural columns, beams, supports, walls or portions of walls not expressly included in the Units as provided in Section 3(b) (iii) and (iv) of this Master Deed, roofs, window frames, exterior steps, and stoops, all conduits, ducts, pipes, flues, wires and wiring and other installations or facilities for the furnishing of utility services, sprinkler system or waste removal which are contained within any Unit which serve part of the Condominium other than the Unit within which such are contained.

(d) The garages, porches and patios, shown on the site plans and floor plans recorded herewith.

(e) All apparatus and equipment and personal property of any kind and nature existing for common use or as is necessary or convenient to the existence, maintenance and safety of the common facilities which are normally in common use.

(f) All other elements and features of the Condominium property, however designated or described, excepting only the Units and all other items, listed as Common Areas and Facilities in Section 1 of said Chapter 183A, and located on the property and not referred to herein.

(g) The Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Condominium Trust, and to the rules and regulations attached thereto.

(h) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably needed to be entered for

purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A.

(i) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to and alter the roads, ways, parking areas, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping within the Common Areas and Facilities, and to make excavations for such purposes.

5. Exclusive Common Area.

The Common Area shall include the garages, abutting driveways and walkways, shown on the site plans recorded herewith, the porches/decks, and patios, adjacent to the Units as shown on the floor plans recorded herewith, and the attic/dormer area above those Units as shown on said floor plan, all of which are Exclusive Common Area dedicated for the exclusive use by the owner of a particular designated unit as provided and shown on Exhibit "B" attached hereto.

6. Floor Plans.

Simultaneously with the recording hereof, there has been recorded with Middlesex North County Registry of Deeds a set of floor plans of the Buildings, entitled Swanson Meadows Condominiums 2, Phase 2 (Initial Documentation), Master Deed Documentation Drawing Package drawn by D. Plawecki, dated January 20, 2004, consisting of seven (7) sheets and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and bearing the verified statement of Jack D. Cox, P.E. certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

7. Use of Buildings and Units.

The Units are intended only for residential purposes.

8. Amendment of Master Deed.

Except as otherwise provided in Paragraph 16 hereof with respect to amendments adding new phases to the units, this Master Deed may be amended by vote of at least 80% in beneficial interest of all Unit Owners, either in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or

in lieu of a meeting, any amendment may be approved in writing by 80% in beneficial interest of all Unit Owners.

9. Name of Condominium.

The Condominium is to be known as "Swanson Meadows Condominium II". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "Swanson Meadows Condominium II Trust". The names of the initial Trustees of the Trust are: Rocco Scippa and Zita Scippa. The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

10. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

11. Encroachments.

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Buildings, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings a valid easement shall exist for such encroachment and for the maintenance of the same so long as the particular Buildings stand.

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. 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 other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium 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 Elements contained therein or elsewhere in the Buildings.

13. Units Subject to Master Deed, Unit Deed, Declaration of Trust, 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 provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

14. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By Laws 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 this Master Deed or 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 through the procedures described in subparagraphs (i) and (ii) above.

(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.

(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, except as may otherwise be set forth in said Chapter 183A;

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by said Chapter 183A;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien to the extent permitted by said Chapter 183A for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter or otherwise preserved pursuant to said Chapter 183A.

(f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges 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; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights, if any, reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes

consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights, if any, reserved in this Master Deed; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, 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;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions 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 (at its own expense, if the condominium contains less than 50 units) an audited 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 Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section 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 Registry of Deeds in accordance with the requirements of this Master Deed.

15. Sale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights, as owner of unsold Units, as any other Unit Owner.

16. Declarant's Reserved Rights to Construct and Add Future Phases and to Amend.

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings and Units. In order to permit and

facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, at the Declarants' option, any land not now shown on the Site Plan or now owned by the Declarant.
- (b) The Declarant shall also have the right and easement to construct, erect and install on the Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - (i) Additional building(s) and Units;
 - (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures and other structures of every character;
 - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
 - v) All and any other buildings, structures, improvements, and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easement appurtenant to the development whether now existing or hereafter granted. Ownership of each building, together with the Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said rights and easements shall remain vested in the Declarant, who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units shall be unlimited.

The following sub-paragraphs (a) through (f) are set forth, to further describe the scope of the Declarant's reserved rights and easements under this Paragraph 16:

- (a) Time Limit After Which the Declarants May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire five (5) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 16 reach thirty-six (36) Units; or
 - (ii) Declarant shall record with the Middlesex North District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.
- (b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 16.
- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings, Dwellings and Lots, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed thirty-six (36). The Declarant shall have right to construct Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire. The Declarant shall have the right and easement to add subphases.
- (d) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases, however the total number of Units in the Condominium shall not exceed thirty-six (36) Units.

- (e) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Paragraph 3 hereof.
- (f) Right to Designate Lots as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s).

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- a) An amended Exhibit B describing the building(s) being added to the Condominium.
- (b) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Paragraph 3, the definition of the Common areas and Facilities contained in Paragraph 4 hereof shall be modified, as necessary, with respect to such Unit(s).
- (c) An amendment Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Paragraph 3 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (d) A revised site plan of the Condominium showing the new Building(s), and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Section 16 shall require the consent (except as in this Paragraph 16 already granted) or signature in any manner by any Owner, any person claiming, by, through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Unit, any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signatures which shall be required on any such amendment are those of the Declarant. Any such amendment, when so executed by Declarant and recorded with the Middlesex North District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Paragraph 16 and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 16.

In the event that notwithstanding the provisions of his Paragraph 16 to the contrary, it shall ever be determined that the signature of any Owner, other than Declarant, is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the condominium, then the Declarant shall be empowered, as attorney-in-fact for the Owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner and each Owner (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the

Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the Condominium Trust, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever step which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any act or omission shall not be in violation of any rule of law, then in effect.

Notwithstanding anything to the contrary in this Master Deed or the Condominium Trust, the Declarant hereby reserves the right to amend this Master Deed in order to (a) comply with the requirements of the Town of Billerica or any agency or department thereof, or (b) comply with the requirements of any governmental agency or body, or (c) comply with the requirements of any insurance underwriter or insurance regulatory body, or (d) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (e) correct typographical, mathematical or scrivener's errors.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.

17. Town of Billerica Conditions.

- A. In accordance with Special Conditions G and GG of The Billerica Zoning Board of Appeals decision of March 7, 2001 recorded with the Middlesex North Registry of Deeds at Book 11641, Page 153 and Condition 18 of the Billerica Board of Health Conditions of March 12, 2001 recorded with said Deeds at Book 11641, Page 150: No unit shall contain more than two (2) bedrooms; and all infrastructure located within the land, including but not limited to drainage structures, septic systems, water lines and roadways shall be maintained by the Condominium Association or Trust, in accordance with the Operations and Maintenance manual on file with the Director of Public Health for the Town of Billerica.
- B. In accordance with Condition No.'s 33-35 of the Order of Conditions of the Billerica Conservation Commission dated April 19, 2001 and recorded with said Deeds at Book 11641, Page 113, the drainage system and stormwater management drainage system will be managed in accordance with the terms of said Conditions No.'s 33-35 further the Board of Directors of the Swanson

Meadows Condominium II Trust, when called upon, shall serve as members of the Board of Directors of the Swanson Meadows Drainage Maintenance Trust.

- C. In accordance with Condition 20 of said March 12, 2001 Billerica Board of Health Conditions the Trustees of the Swanson Meadows Condominium II Trust must submit to said Board of Health the names and addresses of all Trustees annually on or before December 31st of each year.
- D. In accordance with Title 5 (310 CMR 15.000) and Billerica Board of Health Regulations governing Shared Septic Systems, as well as the Grant of Title 5 Covenant and Easement dated February 5, 2004 and recorded herewith, until the Units are connected to the municipal sewer system, the Shared Septic System servicing the Units shall be inspected at least once annually by an inspector licensed by said Board of Health with the results of said inspection to be filed with said Board of Health within thirty (30) days of inspection. In addition, the operation and maintenance of said system shall be the responsibility of the trustees of the Swanson Meadows Condominium II Trust recorded herewith who shall continually provide said Board of Health with a satisfactory financial insurance mechanism (e.g. bond or insurance policy) which will assure the long term operation and maintenance of said shared system.

18. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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. Conflicts.

Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

WITNESS the execution hereof, under seal, this 18 day of February, 2004.

RANGEWAY FARMS, LLC

by:


Rocco Scippa, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 18, 2004

Then personally appeared the above-named Rocco Scippa, Manager of Rangeway Farms, LLC, and acknowledged the foregoing instrument to be his free act and deed, before me.

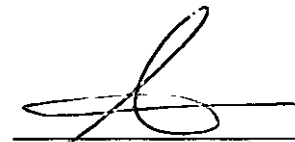

Notary Public: Stephen J. Lester
My commission expires: 8/14/09

EXHIBIT "A"

The land with the structures thereon located on Rangeway Road in Billerica, Middlesex County, Massachusetts and shown as Lot 2 on a plan of land entitled "Plan of Land in Billerica, Mass." dated November 16, 2001, by Raymond Engineering Service, recorded with Middlesex North Registry of Deeds, Plan Book 207, Plan 51.

Said Lot 2 contains 561,153 S.F. (12.88 acres) according to said Plan.

Being a portion of the land conveyed to the Grantor by deed recorded with said Deeds at Book 10550, Page 140.

EXHIBIT "B"

UNIT DESCRIPTION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA IN SQUARE FEET	NUMBER OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	EXCLUSIVE COMMON AREAS	PERCENTAGE INTEREST
241	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
242	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
243	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
244	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
261	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
262	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
263	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5
264	1 st Fl/2 nd Fl	2,143	7 rooms 2 ½ baths	Garage/Porch Patio	Driveway/Walkway/Garage Porch/Attic/Dormer/Patio	12.5

END OF DOCUMENT

Richard P. Howe Jr.