

# LAKEWAY COMMONS CONDOMINIUM

## MASTER DEED

Black Brook Realty Ventures LLC a Massachusetts limited liability company (hereinafter referred to as the “Declarant”), being the owner of the land in Shrewsbury, Worcester County, Massachusetts with the buildings and improvements thereon situated, as more particularly described as 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 buildings 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 referred to as “Chapter 183A”) and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter referred to as the “Condominium”) to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. NAME OF THE CONDOMINIUM AND THE TRUST THROUGH WHICH IT IS MANAGED. The name of the Condominium shall be Lakeway Commons Condominium. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Lakeway Commons Condominium Trust (hereinafter referred to as the “Trust” or the “Condominium Trust”) 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/her Unit is entitled hereunder (hereinafter referred to as the “Beneficial Interest”). The name and address of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter referred to as the “Trustee”) is:

John J. Burns  
C/O Lakeway Commons Condominium Trust  
PO Box 303  
Sutton, MA 01590

Said Trustee and any additional Trustees as may be added, pursuant to the terms of the Trust are hereinafter collectively referred to as the “Trustees” which term shall include their successors in Trust. The terms of said Declaration of Trust have been enacted as and comprise the By-Laws of the Trust, pursuant to and in accordance with the provisions of Chapter 183A.

2. DESCRIPTION OF LAND. The land (hereinafter referred to as the “Land”) upon which the building and improvements are situated consists of the land situated in Shrewsbury, Count of Worcester, Massachusetts, as shown on the Locus Plan recorded herewith in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_ and as more particularly described in said Exhibit A attached hereto.
3. DECLARANT’S COMMITMENT TO PHASED DEVELOPMENT. Declarant intends to develop the Condominium in stages herein referred to as Phases. Phase I of the Condominium is comprised of all the land with the buildings and improvements

constructed thereon. 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 Units to be added shall be constructed consistent with the initial building and Units in terms of quality of construction. Prior to any Phase being added to the Condominium, all improvements included within such Phase shall be substantially completed.

When and if all Phases are completed the Condominium will contain fifteen (15) Units. The Buildings for Phases 1 and 2 shall be constructed in the approximate locations shown on the Locus Plan. Phase 1 shall consist of 9 units located in Buildings 1-3. Phase 2 shall consist of 6 units located in Buildings 4-6. Said premises are subject to the right and easement hereby reserved by the Declarant to construct Additional Buildings, Additional Units, a Community and Recreation Center, water pump (which may be located in the Community and Recreation Center or within a separate building), parking areas and roadways for future Phases and other improvements, as may be determined by the Declarant (“Future Facilities”). Such Future 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 are 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. All Common Areas and Facilities, including but not limited to parking and recreational facilities, must be owned by the Lakeway Commons Condominium Trust and may not be subject to a lease between the Unit Owners (or Lakeway Commons Condominium Trust) and another party however only with a majority of Unit Owner approval.

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 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 install, maintain, repair, reconstruct, relocate and replace now or in the future, drain lines, electric, water and sewer lines, cables, pipes and conduits for gas, telephone, cable television, and all other utilities including the right to grant easement over, under, through, and across said land for the installation of all types of utilities serving the Condominium and the Common Areas and Facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same and to construction additional driveways and walkways to serve the Additional Buildings and Units in the future Phases, provided that such easement for access and construction shall not unduly interfere with the access of the Owners to the Units in Phase I and to the Units in each subsequent Phase, if and when needed.

The Declarant further reserves the right in the construction and certain subsequent Phases (including the right to create sub-phases within one of more Phases) to change the

order of number of such Phases provided that in all instances the Beneficial Interest attributable to each such Unit then existing shall be consistent with Exhibit C hereof.

4. DESCRIPTION OF THE BUILDINGS. Phase I of the Condominium consists of the buildings (hereinafter the "Building") known and numbered as Buildings 1, 2 and 3. Buildings 1, 2, and 3 contain 3 Units each. The buildings are two and one half stories with an attic and a basement, is of wooden-frame construction with concrete foundation, asphalt shingle roof and composite siding.

5. DESIGNATION OF THE UNITS AND THEIR BOUNDARIES.

(a) Phase I of the Condominium has 9 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. Said floor plans recorded in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_ shown the layout, location, designations and dimensions of the Units as built, indicate that the Building 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 AND CEILINGS

- BASEMENT – The plane of the upper surface of the basement concrete floor slab to the lower surface of the first floor joists;
- FIRST FLOOR – The upper surface of the first floor joists to the lower surface of the second floor joists;
- SECOND FLOOR – The upper surface of the second floor joists to the lower surface of the attic floor joists;
- ATTIC – The upper surface of the attic floor joists to plane of the lower surface of the roof rafters.

(II) EXTERIOR BUILDING WALLS, DOORS AND WINDOWS. As to walls, the plane of the interior surface of the wall studs 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. As to the windows, the exterior surface of the glass, sash and window frames.

(III) INTERIOR BUILDING WALLS BETWEEN UNITS. The plane of the surface of the wall studs facing each unit.

(IV) 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.

6. COMMON AREAS AND FACILITES. Except for the units, the entire premises, including the Land and all parts of the Buildings 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 service, which are not located within any Unit or which, although located within a Unit also serve at least one other Unit.
- (d) Such additional Common Areas and Facilities as may be defined in Chapter 183A.
- (e) Subject to the exclusive use provision of paragraph 8 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 any other Unit Owner.

7. BENEFICIAL INTEREST IN COMMON AREAS AND FACILITIES. The Beneficial Interest of each Unit in the Common Areas and Facilities has been determined based upon the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all Units. The Owner of each Unit shall be entitled to an unrestricted right of ingress and egress to his/her Unit and 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. The voting rights of each Unit Owner shall be in proportion to his/her Beneficial Interest. The Beneficial Interest may not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit, along with all of the other rights described herein, even though such interests are not expressly mentioned or described in the conveyance, mortgage or other instrument.

8. EXCLUSIVE RIGHT TO USE COMMON AREAS.

- (a) DRIVEWAY. Each Unit Owner shall have the exclusive right and easement to use the driveway immediately in front of the garage serving said Unit and such parking spaces, if any, which are designated in the first Unit Deed to such Unit by the Declarant, all as shown on the Site Plan recorded herewith in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_. 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. At the time the Declarant no longer owns any Units in the Condominium, all parking spaces which have not been assigned to a particular Unit shall become non-exclusive Common Areas 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.

(b) PORCHES and DECKS. Each Unit Owner shall have the exclusive right and easement to use any porch or deck directly adjacent to their Unit and shown on the Site Plan in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_ recorded herewith. The right to use a porch or deck shall not, in any event, be severed from ownership of the Unit to which it is appurtenant. Said areas of exclusive use shall, however, be subject to the restrictions and the reserved rights and easements set for in paragraph 9 hereof.

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

- (a) A Unit Owner shall not cause or allow the use or occupancy of his/her Unit for any purpose other than as a private residence.
- (b) No business activities of any nature shall be conducted in any Unit, except for home professional pursuits without regular visits by the public.
- (c) 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 nearest roadway, shall be erected or placed upon or attached to the Building, and no painting or other decorating shall be done on any exterior part of surface of the Building, unless the same shall have been approved by a majority of the Trustees. The Trustees shall approve any request made by the Unit Owner to improve his/her deck, provided that in the sole opinion of the Trustees, the improvement results in a porch substantially similar to the porches built by the Declarant. All costs related to the construction, repair, maintenance or replacement of such porch shall be borne solely by the Unit Owner having the exclusive right to use such porch.
- (d) All use and maintenance of Units and the Common Areas and Facilities (including Limited Common Areas) shall be conducted in a manner consistent with the comfort and convenience of the Owners of the other Units. No Unit Owner may use or maintain his/her Unit or the Limited Common Area 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 Limited Common Areas.
- (e) No Unit or any part of the Common Areas and Facilities (including the Limited Common Areas) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed or the Declaration of Trust.
- (f) Each Unit Owner indemnifies and holds the other Unit Owners harmless from any liability arising from any action or non-action taking place within his/her Unit or upon the Limited Common Area appurtenant to his/her Unit.
- (g) 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. Such lease shall be in writing and for a term of six (6) months

or more and shall specifically incorporate and be subject to the requirements of the Lakeway Commons Condominium Master Deed, Declaration of Trust and Rules and Regulations, all as such may be amended.

- (h) 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 Declaration of 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/her Unit Ownership.

#### 10. RESERVED RIGHTS.

- (a) TECHNICAL CORRECTION. Declarant reserves for itself, its successors, and assigns, the right and power, without consent of any Unit Owner or Mortgagee, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a clerical or technical nature, including without limitation, correction of scrivener's or typographical errors. The Declarant also reserves the right to amend this Master Deed, for any of the following purposes ("Minor Adjustments"); to screen in a porch or alter the dimensions of Unit for which Unit deeds have not been delivered or to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in an increase or decrease of the Beneficial Interest of any Unit or there being more than Fifteen (15) 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 with 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 Adjustment(s) made.

Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after the earlier of (a) seven (7) years from the date of recording of this Master Deed or (b) the date of the Declarant's sale of the last Additional Unit permitted to be built pursuant to this Master Deed and (ii) no such amendment shall affect any substantive rights of any Unit Owner other than the Declarant, its successors or assigns.

- (b) PHASE AMENDMENTS. The Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed, at any one time or from time to time, for the purpose of adding 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 comply with the requirements of Chapter 183A and 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 delivery of the Deed to a Unit, shall thereby have consented to the right of the Declarant, 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 a 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 for the purpose of including Future Facilities shall terminate and be of no further effect at the earlier of (a) seven (7) years after the date of recording hereof, or (b) the date of the Declarant's sale of the last Additional Unit permitted to be built pursuant to this Master Deed and the completion of the Community and Recreation Center, water pump and all other improvements intended by the Declarant of (c) such later date as is consistent with the applicable requirements of FNMA or FHLMC.

- (c) With respect to unsold Units, the Declarant and its successors and assigns shall have the same rights and obligations as the Owner of any other Unit. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right for sold as it owns any unsold Unit to:
- (i) Lease and license the use of any unsold Unit;
  - (j) Use any Unit owned by the Declarant as a model for display for purpose of sale or leasing of any of Declarant's Units; and
  - (k) 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.

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 any Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of any Building or 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 Building stands.

12. UNITS SUBJECT TO MASTER DEED AND DECLARATION OF 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 Declaration of Trust and the Rules and Regulations, 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 and of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations, 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 and, except as otherwise provided in this instrument, by an instrument in writing signed by the Owners of Units entitled to at least seventy-five (75%) percent of the Beneficial Interest. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to construct, sell, mortgage or otherwise dispose of any Unit owned by it, to add Phases to the Condominium 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 Area and Facilities herein granted without the written assent thereto of the Unit Owner and Eligible Mortgage Holder affected thereby. Except pursuant to the rights reserved by Declarant in paragraph 10 herein, if an amendment involves a change in Beneficial Interest, such vote shall be by the Owners of Units entitled to at least seventy-five (75%) percent of the Beneficial Interest with the consent of Eligible Mortgage Holders holding mortgages encumbering Units entitled to at least seventy-five (75%) percent of the Beneficial Interest. No amendment shall be effective until it is recorded with the Worcester District Registry of Deeds.

14. FEDERAL HOME LOAN MORTGAGE CORPORATION AND FEDERAL NATIONAL MORTGAGE ASSOCIATION COMPLIANCE. Notwithstanding anything to the contrary contained in this Master Deed or the Declaration of Trust recorded herewith, the following provisions shall govern and be applicable to the extent that they are required to qualify mortgages of Units in the Condominium for sale to the FHLMC or FNMA under the Rules and Regulations applicable thereto.

(a) The right of a Unit Owner to sell, transfer or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction. In the event that the Master Deed or Declaration of Trust are amended to include therein any right of first refusal in connection with the sale of a Unit, the Trust may be granted the right of first refusal to purchase the Unit (or to provide a substitute buyer) at the same price and under the same terms and conditions that would be offered to any other purchaser as long as:

1. The right to purchase is exercisable only as a means of insuring owner-occupancy of the Unit that is being sold, or for some other valid purpose that serves the best interest of the Trust and its members;
2. The right to purchase and the manner in which the Trust exercises it complies with applicable law; and
3. The right to purchase may be exercised only if the Trust gives the Unit Owner written notice of its intent to exercise the option within 30 days after it receives the Unit Owner's notice of the proposed sale and then only if the Trust (or its substitute buyer) has the ability and proceeds to exercise due diligence in completing the purchase of the Unit promptly and properly.

(b) In the event that the Unit Owners shall amend this Master Deed or the Declaration of Trust to include therein any rights of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of an Eligible Mortgage Holder 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 Eligible Mortgage Holder.

Any party who takes title to a Unit through a foreclosure sale duly conducted by an Eligible Mortgage Holder shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust.

Any Eligible Mortgage Holder 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 Eligible Mortgage Holder except to the extent permitted by Chapter 183A.

(c) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities and except as otherwise set forth in this Master Deed, the prior written consent of the Owners of the Units entitled to at least seventy five (75%) percent of the Beneficial Interest and the approval of Eligible Mortgage Holders holding mortgages encumbering Units to which at least seventy-five (75%) percent of the Beneficial Interest are allocated 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 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; 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; 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 Eligible Mortgage Holders 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;
- (vi) Add or amend any material provisions to the Master Deed or Declaration of Trust which establish, provide for, govern or regulate any of the following:
  - (a) Voting rights;
  - (b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or the priority of assessment liens;
  - (c) Reductions in reserves for maintenance, repair and replacement of common elements;
  - (d) Responsibility for maintenance and repairs;
  - (e) Reallocation of interests in the general or Limited Common Areas and Facilities, or rights to their use;
  - (f) Redefinition of any Unit boundaries;
  - (g) Convertibility of Units into common elements or vice versa?
  - (h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
  - (i) Hazard or fidelity insurance requirements
  - (j) Imposition of any restrictions on the leasing of Units
  - (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his/her Unit;
  - (l) A decision by the owner's association to establish self-management if professional management has been required previously by the project documents or by an Eligible Mortgage Holder.
  - (m) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Master Deed or Declaration of Trust; or
  - (n) Any provision that expressly benefit mortgage holders, insurers, or guarantors.

In addition, the prior written consent of Eligible Mortgage Holders who have mortgages encumbering Units entitled to at least seventy-five (75%) percent of the Beneficial Interest shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

In any case where an Eligible Mortgage Holder's consent is required, such consent shall be assumed to be given when such Eligible Mortgage Holder fails to submit a response to any written proposal or amendment within 30 days after it receives proper notice of the proposal or

amendment, provided the notice was delivered by certified mail, return receipt request. A certificate by a Trustee or the Clerk of the Condominium Trust appended to the proposal or amendment making reference to this provision stating that notice was given as above provided and no response had been received from the Eligible Mortgage Holder within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

(d) 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;

(e) In no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of an Eligible Mortgage Holder 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. The Condominium Trust shall represent the Unit Owners in any related proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas and Facilities, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purposes. In the event of such a loss or a taking or acquisition of part or all of the Common Areas and Facilities by a condemning authority, the insurance proceeds or award of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees, as their interest may appear;

(f) A Registered Mortgagee or Eligible Mortgage Holder shall be entitled to timely written notice of the following events upon giving the Trustees a written request, stating both its name and address and the Unit member of address of the Unit on which it holds (or insures or guarantees) its mortgage:

- (i) Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;
- (ii) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds its mortgage;
- (iv) A lapse, cancellation or material modification of any insurance policy maintained by the Trust; and
- (v) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

The Declarant intends that the provision of this Paragraph 14 shall comply with the requirements of the FHLMC and FNMA with respect to condominium mortgage loans. All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

15. **CONDOMINIUM CONTRACTS.** Any agreement for professional management of the Condominium, or any other contract or lease with the 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. WORKING CAPITAL FUND. The Declarant shall establish a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services. The initial working capital fund shall be equal to two months of estimated Common Charges for each Unit. At the time of Declarant's sale of each Unit, the Declarant shall collect an amount equal to that which was paid into the working capital fund on behalf of such Unit. No such payments shall be considered as advance payments of regular obligations to pay Common Charges. The working capital fund shall be transferred to the Trustees for deposits to a segregated fund when control of the Trust is transferred to the Unit Owners. The Declarant may not use the working capital funds to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Trust.
17. DEFINITIONS. All terms and expressions herein used which are defined in Chapter 183A or in the Declaration of Trust recorded herewith 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 the Master Deed nor the intent of any provision hereof.
21. CHAPTER 183A 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 provision of Chapter 183A, the provisions of said Chapter shall control.

BLACK BROOK REALTY VENTURES, LLC

BY: \_\_\_\_\_

JOHN J. BURNS, Manager

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS \_\_\_\_\_, 2016

Then personally appeared the above named John J. Burns, Manager as aforesaid and acknowledged the foregoing instrument to be his free act and deed as Manager of Black Brook Realty Ventures, LLC, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

SUBJECT TO REVISION BY DECLARANT

## **EXHIBIT A**

### **PARCEL 1:**

The land in said Shrewsbury being shown as **Lot A-3** consisting of approximately 41,828 sq. ft. of land as shown on that certain ANR plan of land entitled, "Approval Not Required Plan of Land for Lakeway Commons, 'Lot A' Parcels," prepared for Grossman Development Group, dated March 30, 2016, prepared by RJ O'Connell & Associates, Inc., Civil Engineers, Surveyors & Land Planners, said Plan to be recorded herewith, also being shown as Tracts 27 and 28 as noted in that certain deed from C. J. & S., Inc. and Aaborgatti Inc., formerly known as Spag's Supply Inc., dated December 5, 2003 and recorded with the Worcester District Registry of Deeds in Book 32397, Page 140.

### **PARCEL 2:**

The land in said Shrewsbury being shown as **Lot A-4** consisting of approximately 20,700 sq. ft. of land as shown on that certain ANR plan of land entitled, "Approval Not Required Plan of Land for Lakeway Commons, 'Lot A' Parcels," prepared for Grossman Development Group, dated March 30, 2016, prepared by RJ O'Connell & Associates, Inc., Civil Engineers, Surveyors & Land Planners, said Plan to be recorded herewith, also being shown as the northerly portion of Tract 8 and all of Tract 24 as noted in that certain deed from C. J. & S., Inc. and Aaborgatti Inc., formerly known as Spag's Supply Inc., dated December 5, 2003 and recorded with the Worcester District Registry of Deeds in Book 32397, Page 140.

### **PARCEL 3:**

The land in said Shrewsbury being shown as **Lot A-5** consisting of approximately 11,730 sq. ft. of land as shown on that certain ANR plan of land entitled, "Approval Not Required Plan of Land for Lakeway Commons, 'Lot A' Parcels," prepared for Grossman Development Group, dated March 30, 2016, prepared by RJ O'Connell & Associates, Inc., Civil Engineers, Surveyors & Land Planners, said Plan to be recorded herewith, also being shown as the northerly portion of Tract 10, all of Tract 14 and Tract 25 as noted in that certain deed from C. J. & S., Inc. and Aaborgatti Inc., formerly known as Spag's Supply Inc., dated December 5, 2003 and recorded with the Worcester District Registry of Deeds in Book 32397, Page 140.

Book 55285, Page 71.

**UNIT DESCRIPTION**

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
1	1	3B, BA, 2BR, D, DR, G, K, L, W	1,823 +/-
1	2	3B, BA, 2BR, D, DR, G, K, L, W	1,823 +/-
1	3	3B, BA, 3BR, D, DR, G, K, L, W	1,823 +/-

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
2	1	3B, BA, 3BR, D, DR, G, K, L, W	1,823 +/-
2	2	3B, BA, 2BR, D, DR, G, K, L, W	1,823 +/-
2	3	3B, BA, 3BR, D, DR, G, K, L, W	1,823 +/-

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
3	1	3B, BA, 3BR, D, DR, G, K, L, W	1,823 +/-
3	2	3B, BA, 2BR, D, DR, G, K, L, W	1,823 +/-
3	3	3B, BA, 2BR, D, DR, G, K, L, W	1,823 +/-

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
4	1	3B, BA, 2BR, G, K, L, W	1,688 +/-
4	2	3B, BA, 2 BR, G, K, L, W	1,688 +/-

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
5	1	3B, BA, 2BR, G, K, L, W	1,688 +/-
5	2	3B, BA, 2 BR, G, K, L, W	1,688 +/-

<b><u>BUILDING</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT DESCRIPTION</u></b>	<b><u>SF OF UNIT</u></b>
6	1	3B, BA, 2BR, G, K, L, W	1,688 +/-
6	2	3B, BA, 2 BR, G, K, L, W	1,688 +/-

**KEY**

**B = BATHROOM**

**G= GARAGE**

**BA= BASEMENT**

**K = KITCHEN**

**BR= BEDROOM**

**L = LIVING ROOM**

**D= DEN**

**W = WASH ROOM**

**DR= DINING ROOM**

Square footage encompasses living space not including garages, attics, and porches. All Units have access to Common Areas by way of doors leading to front porches and rear patios and a garage door leading to a driveway.

SUBJECT TO REVISION BY DECLARANT

**BENEFICIAL INTEREST**

**Building 1**

Unit 1, 59-1 Olympia Avenue	0.075153374
Unit 2, 59-1 Olympia Avenue	0.070552147
Unit 3, 59-3 Olympia Avenue	0.075153374

**Building 2**

Unit 1, 59-4 Olympia Avenue	0.075153374
Unit 2, 59-5 Olympia Avenue	0.070552147
Unit 3, 59-6 Olympia Avenue	0.075153374

**Building 3**

Unit 1, 59-7 Olympia Avenue	0.075153374
Unit 2, 59-8 Olympia Avenue	0.070552147
Unit 3, 59-9 Olympia Avenue	0.075153374

**Building 4**

Unit 1, 3-1 Muzzy Avenue	0.027607362
Unit 2, 3-2 Muzzy Avenue	0.070552147

**Building 5**

Unit 1, 7-1 Muzzy Avenue	0.070552147
Unit 2, 7-2 Muzzy Avenue	0.070552147

**Building 6**

Unit 1, 15-1 Muzzy Avenue	0.027607362
Unit 2, 15-2 Muzzy Avenue	0.070552147