

159484

THE LANDINGS AT TERNBERRY
CONDOMINIUM 5-7 T

MASTER DEED

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5/12/08

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**THE LANDINGS AT TERNBERRY
CONDOMINIUM 5-7 T**

MASTER DEED

The Landings At Ternberry, LLC, a Massachusetts limited liability company with an address of 56 Kearney Road, Needham, Massachusetts (hereinafter referred to as the "Declarant"), being the sole owner, by virtue of a deed dated July 30, 1996, and recorded with the Worcester County Worcester District Registry of Deeds in Book 18142, Page 240, of certain realty in Shrewsbury, Worcester County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and do hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be THE LANDINGS AT TERNBERRY CONDOMINIUM 5-7 T (hereinafter sometimes referred to as the "Condominium").
2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is THE LANDINGS AT TERNBERRY

Locus: 5-7 Tern Drive, Shrewsbury, Ma

CONDOMINIUM 5-7 T TRUST established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder, and includes By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant appointed Trustee thereof is as follows: New England Trustee Corporation.

3. Description of the Land. The Land portion of the Property comprising the Condominium is that certain parcel of land delineated on Attachment A hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights, easements and restrictions established herein. The Land is additionally subject to such rights and easements as may be hereinafter reserved to the Declarant, which later rights and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not.

4. Description of the Building. The Building portion of the Property comprising the Condominium consists of a duplex building, with partial attics, first floor level, in part a second floor level and basement level. The Building is of wood frame construction on a concrete foundation. It has a pitched, singled roof and is clad with vinyl siding and trim with a partial brick veneer front.

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. The Condominium is comprised of two (2) residential Units one of which is a ranch style (single story) and the other is a townhouse style (two story). The Units are designated as Unit R and Unit L, R being the right side and L the left from a position facing the front of the Building. The townhouse style Unit contains a kitchen with a breakfast area, a great room, two bedrooms, a loft, two and one-half bathrooms, a laundry area, a full basement, a partial attic and a garage. The ranch style Unit contains a kitchen, a dining room, a family room, two bedrooms, two bathrooms, a laundry area, a full basement, a partial attic and a garage. Each Unit has a street address and style as listed on Attachment A hereto. Each Unit has the area, location and access to common areas shown on the Plans. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with all other provisions hereof.

B. Boundaries of the Units. The boundaries of the Units are as follows:

- a. Basement and Garage: The plane of the lower surface of the slab;
- b. Roof: The plane of the upper surface of the roof trusses or joists;
- c. Demising Wall Between Units: The plane of the interior facing surface of the wall studs or the interior facing surface of the foundation;

- d. Exterior Walls: The plane of the interior facing surface of the wall studs or if the interior facing surface of the foundation wall;
- e. Exterior Doors: The exterior surface of the door in its entirety, including the frame, jambs, hardware, threshold and flashing, including the exterior molding or trim, if any; and
- f. Windows: The exterior surface of the windows in their entirety, including the frame, mullins, muntins, sash, stiles, lights, hardware and flashing, including any exterior molding or trim, if any;

provided, however, that no structural component of the Building nor any pipe, wire, conduit, duct, flue, shaft, utility line or like item situated within a Unit, but forming a part of any system serving both Units or the other Unit, shall be considered to be a part of any Unit. Equipment, fixtures, pipes, wires and/or conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit. Specifically included as a part of the Unit is the fireplace therein and the firebox, flue, chimney and all other components thereof, likewise whether within or without the Unit.

C. Appurtenances to Units. Each of the Units has as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to such Rules and Regulations as may be promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

- i. Yards, Walkways and Driveway: All of the area of the Land to the right or left of the centerline of the Building contiguous to the Unit, including the walkways, stairs, stoops and driveways thereon; provided, however, that no fencing may be erected or maintained thereon forward of the plane of rear most edge of front stoop.
- ii. Deck: The deck adjacent to the Unit to which access exists from the Unit.

6. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined, and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable, and the exclusive rights of use provided for herein;
- B. The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Building;

- C. Installations for central and/or common services such as power, gas, water and waste disposal, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. All conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support thereof or for common usage, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained;
- E. All common equipment wherever located in, on or around the Building and Land;
- F. The Limited Common Elements located outside the Units' boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided;
- G. All other apparatus and installations existing in the Building for common use, or necessary or convenient to the existence, maintenance or safety of the Building; and
- H. All other items delineated as such in Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

7. Undivided Interest. The Unit Owner of each Unit shall have a fifty percent (50%) Undivided Interest in the Common Areas and Facilities.

8. Plans. Simultaneously with the recording hereof there has been recorded a set of floor plans of the Building showing the layout, location, Unit numbers and dimensions of the Units therein, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is a site plan showing the approximate location of the Building and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of the other Unit to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in the other Unit or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Unit to use the pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in such Unit and serving the other Unit. Each Unit Owner shall have a right of access to the other Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of correcting any conditions originating in the other Unit or threatening their Unit or Common Elements or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common

Elements in any Unit or elsewhere in the Building, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now 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) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

11. Intended Use. The Building, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes, the Common Elements being used incidental thereto. The Building, the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. The use of the Units, the Building and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Declaration of Trust, be restricted as follows:

- A. No Unit shall be used for any purpose other than residential housing for one family unit. Notwithstanding the foregoing, to the extent permitted by the applicable zoning ordinance, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers;
- B. No Unit may be occupied by more than two persons per bedroom.
- C. No Unit may be leased, rented or let unless upon a written agreement therefore and for a term of no less than six months; and provided further that said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the renting Unit Owner shall provide to the occupants.
- D. The architectural integrity of the Building and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to or hung from any Unit, or any part thereof, on the Building or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other

decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, including the display of "For Sale", "For Rent" or other signage, without, in each instance, the express consent thereto of both Unit Owners. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit as he should so determine; provided, however, that all drapery, window shades and similar items shall have a white or off-white surface facing out. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit;

E. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) are not of such number so as to create a nuisance, and (3) in compliance with all applicable governmental laws, ordinances, rules and regulations;

F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the applicable Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Unit;

G. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents;

H. No unlawful, improper or offensive use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein;

I. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;

J. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose.

K. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Unit or the Condominium as a whole.

The foregoing restrictions shall be for the benefit of the Unit Owners and occupants, and may be administered on behalf of the Unit Owners and occupants by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Rights Reserved to the Declarant. The Declarant reserves unto itself, its successors or assigns, the following rights and privileges:

- A. To erect and maintain any and all such signage, displays, banners, etc., as it may deem necessary and appropriate to marketing the Units.
- B. To come upon the Common Areas and to use the Common Areas and Facilities as may be necessary and appropriate to the finishing out of the Units and/or the Common Elements and to grant such easements and rights in, over and under the Common Areas and the Units as may be meet and proper thereto.
- C. To use any Unit owned by it as a model and/or for office purposes associated with the development of The Landings At Ternberry Condominiums, a multiple number of duplex condominiums develop and/or to be developed in the subdivision of which this Condominium is a part and

generally referred to as the Landings At Ternberry, for so long as such development is in progress and/or units therein remain unsold.

D. To maintain the lawns and landscaping of the Condominium for so long as the aforesaid Landings At Ternberry Condominiums is being developed and/or marketed.

This reservation shall not be deemed or construed as creating and/or imposing any obligations upon the Declarant, or its successors or assigns, but, rather grants rights and privileges exercisable at the discretion of the Declarant, its successors or assigns.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, or in the name of a corporation or partnership (limited or general), or in the name of a fiduciary.

15. Units Subject to Master Deed and Condominium Trust. All present and future Unit 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 promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property.

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 Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

16. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of the Master Deed and this Trust, assign, lease, sell or otherwise transfer all of his interest in his Unit, together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use as an appurtenance to his unit; and (iii) the interest of such Unit Owner in any other assets of the Condominium - (i), (ii), and (iii) above hereinafter collectively called the "Appurtenant Interests" - in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

17. Amendment of Master Deed. This Master Deed may be amended only by a written instrument executed by both Unit Owners and duly recorded with the Worcester County Worcester District Registry of Deeds; provided, however, that:

A. No instrument of amendment directly affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage (or mortgages if more than one);

B. No instrument of amendment affecting a Unit which impairs the security of a mortgage of record upon such Unit shall be effective without the assent of all holders of such mortgages of record;

- C. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect; and
- D. No instrument of amendment which alters or violates any of the rights reserved to the Declarant herein, or in the Declaration of Trust reserved, shall be of any force or effect unless the same has been assented to in writing by the Declarant.

The foregoing notwithstanding, the Trustees, or the Declarant at any time as to item (1), shall have the power coupled with the interest to, by an instrument duly recorded with the Worcester County Worcester District Registry of Deeds, amend this Master Deed to (1) correct any scriveners and/or technical error made herein, or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and other applicable state or federal laws or regulations, or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or to satisfy applicable insurance requirements; and each Unit Owner, by the acceptance of deed to his Unit, shall be deemed to have consented thereto, duly constituting and appointing the said Trustees as his attorney-in-fact to execute such an amendment on his behalf. This power may be exercised not only to add additional provisions, but also to delete theretofore required provisions should such no longer be required.

18. FNMA/FHLMC Provisions. Notwithstanding anything in this Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall govern and be applicable insofar and so long as the same are necessary to qualify mortgages on Units for sale to FNMA or FHLMC and apply for the protection of them as holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any such First Mortgagee:

- A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of 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:
 - a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - c. sell or lease a Unit acquired by the First Mortgagee.
- B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;
- C. Except as may be otherwise provided by applicable law, 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 which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

- D. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 17 and/or 24 of this Master Deed unless all of the First Mortgagees have given their prior written approval, the Unit Owners shall not be entitled to:
- a. by any act or omission, seek to abandon or terminate the Condominium;
or
 - b. change the undivided interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; or
 - c. partition or subdivide any Unit; or
 - d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas

- and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.
- 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 provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;
 - G. A First Mortgagee upon request made to the Trustees, or as provided by law, shall be entitled to:
 - a. written notification from the Trustees 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 Declaration of Trust which is not cured within sixty (60) days;
 - b. inspect the books and records of the Trust at all reasonable times;
 - c. receive an annual financial statement of the Trust within one hundred

- twenty (120) days following the end of any fiscal year of the Trust;
- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
 - e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
 - f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
 - g. receive timely notice of any proposed action which requires the consent of a specified percentage of mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;
- H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice. Any agreement for professional management with the Declarant, or any entity affiliated with the Declarant, shall be terminable by the Trustees at any time subsequent to the transfer of control to the Unit Owners.

- I. In addition to all other requirements of this Master Deed or the Trust, the prior written consent of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments shall be required for the following:
- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
 - b. the partition or subdivision of any Unit or of the Common Areas and Facilities;
 - c. a change in the Undivided Interest of any individual Unit;
 - d. to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:
 - (i) Voting;
 - (ii) Assessments, assessment liens or subordination of such liens;
 - (iii) Reserves for maintenance, repair and replacement of the common areas;
 - (iv) Insurance or Fidelity Bonds;
 - (v) Rights to use of the Common Areas and Facilities;
 - (vi) Responsibility for maintenance and repair of the several portions of the Property;

- (vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Areas and Facilities;
- (x) Convertability of Units into Common Areas or of Common Areas into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Worcester County Worcester District Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

It is intended that the provisions of this Master Deed and the Declaration of Trust shall, as may be necessary, comply with the requirements of the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, or the Declaration of Trust, all questions with respect thereto shall be resolved consistent with that intention. The provisions of this Paragraph 18 may not be amended or rescinded without the written consent of all First Mortgagees with the exception of those amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of Chapter 183A, other state or federal law, rule and regulation, or of FNMA and FHLMC or other secondary mortgage requirements as in Paragraph 17 provided, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Worcester County Worcester District Registry of Deeds.

19. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control.

- C. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and
- D. In the event of any conflict other than as set forth in subparagraph B above between the provisions of Paragraph 18 hereof and any other provisions of this Master Deed or the Declaration of Trust, the provisions of Paragraph 18 shall control.

20. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

21. 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.

22. 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. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

23. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

24. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by written instrument duly executed by both Unit Owners and all encumbrancers and recorded with the Worcester County Worcester District Registry.

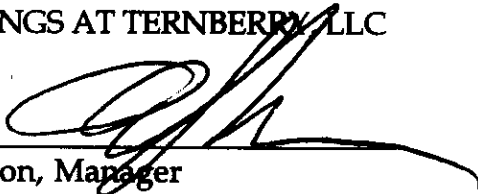
25. Arbitration of Disputes. In that the Condominium contains but two Units, it has generally been provided in this Master Deed and the Declaration of Trust that decisions shall be by unanimity. Should it occur that the Unit Owners are unable to agree upon any matter relating to the administration of the Condominium in any

respect then, except for matters of an emergency nature, or as may be otherwise provided for in this Master Deed or the Declaration of Trust, the dispute shall be resolved by arbitration as here provided. Each party shall, within seven (7) days of the occurrence of the dispute select an arbitrator and notify the other Unit Owner of the name, address and phone number of their selection. The two chosen arbitrators shall then, within seven (7) days select a third, neutral arbitrator who shall have no relationship of any kind to either Unit Owner or their chosen arbitrator, and who shall have professional experience dealing with condominiums and be a member of the Community Association's Institute. The Arbitrators shall thereupon forthwith, but in no event more than fourteen (14) days, meet with the Unit Owners, hear their respective positions, and within no more than seven (7) days render their decision. In deciding the matter in dispute the arbitrators shall be guided by the need to maintain the physical integrity, aesthetics and value of the Condominium and its Units and the peaceful and proper enjoyment thereof by its residents. Such decision shall be binding upon the Unit Owners and shall be specifically enforceable in a court of competent jurisdiction.

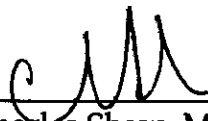
If the matter in dispute is by its nature an emergency, then either Unit Owner may seek an appropriate order from a court of competent jurisdiction.

Witness the execution hereof under seal this 26th day of October,
1998.


THE LANDINGS AT TERNBERRY LLC



Jeffrey Fermon, Manager



Charles Shaw, Manager




Jon E. Bovarnick, Manager

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

October 26, 1998

Then personally appeared before me the above named Jeffrey Fermon, Charles Shaw and Jon E. Bovarnick, Managers of The Landings At Ternberry, LLC, and acknowledge the foregoing to be their respective free acts and deeds on behalf of The Landings At Ternberry, LLC.


Notary Public : Seth Emmer
My Commission Expires: 3/10/2000

THE LANDINGS AT TERNBERRY CONDOMINIUM 5-7 T

ATTACHMENT A

DESCRIPTION OF THE LAND AND UNIT ADDRESSES

The Land portion of the Property comprising the Condominium is Lot 153 on that certain plan entitled "Ternberry Definitive Plan of Land in Town of Shrewsbury, Massachusetts", with revisions, dated November, 1989, Sheets L1 through L12 by Moore Survey & Mapping Corporation, 29 Grafton Circle, Shrewsbury, MA 01545, and recorded with the Worcester County Worcester District Registry of Deeds in Book 645, Page 3, and is subject to any and all easements, reservations, conditions, restrictions and/or other encumbrances of record to the extent such are in force and effect.

This Land and Building thereon is known and numbered as 5-7 Tern Drive, Shrewsbury, Massachusetts with each Unit therein having the following address and style:

Unit R: 7 Tern Drive

Style: Townhouse

Unit L: 5 Tern Drive

Style: Ranch

ATTEST: WORC. Anthony J. Vigliotti, Register