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DEED
ATTACH.



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Bk: 33 Pg: 45 Cert#: C715
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CASE NO 05 SBQ-10385-12-001

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

ALLOWANCE OF MASTER DEED FILING PRIOR TO WITHDRAWAL
OF LAND FROM REGISTRATION

All the owners of the fee simple estate having presented a complaint to withdraw land from registration, the court hereby allows the filing of the attached Master Deed for the sole purpose of meeting the requirements of G. L. c. 184, § 52, and makes no determination as to the compliance of this Master Deed with the provisions of G. L. c. 183A. This Master Deed and allowance shall be filed simultaneously with an endorsed notice of voluntary withdrawal of land described in Certificate of Title No. 2265~~82~~

Date: February 17, 2006

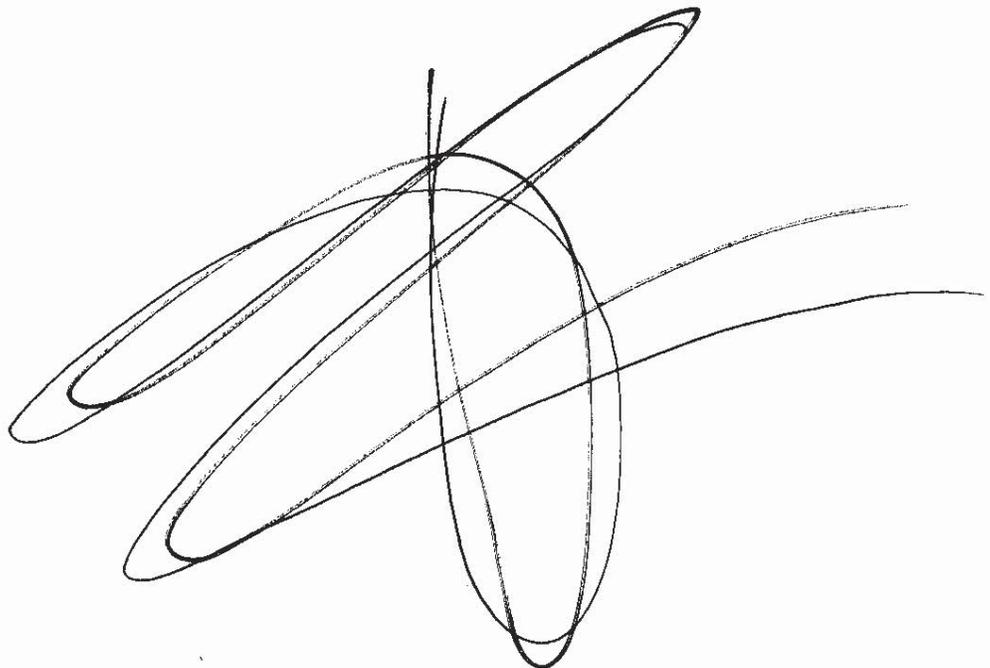
Kay F. Scheier
Chief Justice

226562

MASTER DEED

for

SOMERSET HILLS CONDOMINIUM



MASTER DEED
for
SOMERSET HILLS CONDOMINIUM

Somerset Hills Limited Partnership, a Massachusetts limited partnership (the "Declarant"), and the sole owner of the premises located in the Town of Acton, Middlesex County, Massachusetts, hereinafter described, by duly executing and filing this Master Deed (this "Master Deed"), does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to establish, and hereby does establish with respect to said premises a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A. To that end, Declarant declares and provides the following:

1. Name. The name of the Condominium shall be: **Somerset Hills Condominium**.
2. Description of Condominium. The premises which constitute the Condominium consist of (a) the land located in Acton, Massachusetts more particularly described in Exhibit A hereto ("Land"), subject to the provisions of a Phasing and Ground Lease by and between Declarant and Walton Heath Limited Partnership ("Ground Lessee"), dated even herewith and recorded immediately prior hereto (the "Phasing and Ground Lease"), and (b) the two (2) buildings (the "Buildings") and other improvements located on the Land, all as shown on the plan entitled "Site Plan, Somerset Hills Condominium, 10-16 Wampus Avenue, Acton, MA 01720," prepared by Coneco Engineers, Scientists & Land Surveyors, dated 9/20/05, (the "Survey Plan") and recorded herewith. The Building located on the westerly side of the Land consists of two attached structures, which are sometimes referred to separately herein as "Building 10" and "Building 12", or collectively as "Building 10&12". The Building located on the easterly side of the Land consists of two attached structures sometimes is referred to separately herein as "Building 14" and "Building 16", or collectively as "Building 14&16".

The Condominium shall include four (4) phases (each, a "Phase"). Phase I of the Condominium consists of the twelve (12) units situated in Building 16, having access by common driveways to Wampus Avenue, as shown on the Survey Plan (as hereafter defined). The Declarant intends, and hereby reserves the right, but not the obligation, to create three (3) additional Phases (Phase II, Phase III and Phase IV, respectively), each such Phase consisting of the twelve (12) units in either Building 10, Building 12, or Building 14, and appurtenant Common Areas and Facilities, such that when and if all Phases are completed, the Condominium will contain a total of forty-eight (48) units. The addition of future Phases of the Condominium shall be subject to the provisions of Section 13 hereof.

The Condominium is subject to all record rights and easements existing as of the date of this Master Deed, including, without limitation, the Phasing and Ground Lease. The area subject to the Phasing and Ground Lease (the "Leased Area") initially consists of (a) Building 10, Building 12 and Building 14, and (b) the area shown on the Survey Plan as "Declarant's Reserved Land." The Ground Lessee has the right under the Phasing and Ground Lease to use and occupy such Common Areas and Facilities of the Condominium as are reasonably necessary in connection with the use and occupancy of Buildings 10, 12 and 14, as rental apartments, including, without limitation, the right to use utility lines serving the Leased Area, the Parking Lot, the Septic System and the roadways and walkways providing access to the Leased Premises. The Phasing and Ground Lease may be

terminated as to certain portions of the Leased Area in connection with the addition of Phases to the Condominium (as provided in Section 13 hereof) or in connection with Additional Development on Declarant's Reserved Land (as provided in Section 15 hereof).

3. Description of the Buildings. Building 10&12 is approximately 58.24 feet in width and 121.22 feet in length. Building 14&16 is approximately 57.96 feet in width and 121.03 feet in length. Building 10 and Building 12 are separated by a firewall at the line which bisects Building 10&12. The boundary between Building 10 and Building 12 shall be the center line of said firewall. Accordingly, Building 10 and Building 12 each are 60.60 feet long. Building 14 and Building 16 are separated by a firewall at or near the line which bisects Building 14&16. The boundary between Building 14 and Building 16 shall be the center line of said firewall. Accordingly, Building 14 and Building 16 each are 60.51 feet long.

Each Building contains a ground floor, a first floor, and a second floor. The Buildings are constructed primarily of masonry brick and timber frame; interior portions are of wood frame and plaster or dry-wall construction. All measurements of width and length are at the widest and longest sections of each of the Buildings.

4. Designation of Condominium Units. Each Building has been divided into a total of twenty four (24) dwelling units, for a total of forty eight (48) dwelling units. These dwelling units are numbered and referred to herein, and are labeled on the Floor Plans (hereinafter defined), as Units 1011, 1012, 1013, 1014, 1021, 1022, 1023, 1024, 1031, 1032, 1033, 1034, 1211, 1212, 1213, 1214, 1221, 1222, 1223, 1224, 1231, 1232, 1233, 1234, 1411, 1412, 1413, 1414, 1421, 1422, 1423, 1424, 1431, 1432, 1433, 1434, 1611, 1612, 1613, 1614, 1621, 1622, 1623, 1624, 1631, 1632, 1633 and 1634. The dwelling units are more particularly described as to destination, location, number of rooms, approximate area, percentage interest in common areas and facilities and immediately accessible common areas and facilities in Exhibit B. The dwelling units are also shown on the plans entitled "Somerset Hills Condominium, Acton, Massachusetts," prepared by Alfonso A. Lucibello, registered architect, dated and stamped as of September 20, 2005 (the "Floor Plans"), which plans are to be recorded herewith. The Floor Plans bear the certification of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, unit number and dimensions of the Units as built. The common areas and facilities of the Condominium (the "Common Areas and Facilities") are described in Section 6 and are shown on the Survey Plan and the Floor Plans. For purposes of this Master Deed, the term "Unit" (collectively, "Units") shall refer to those dwelling units that are part of the Condominium.

5. Boundaries of the Units. The floor, ceiling, wall and other outer boundaries enclosing the perimeter of each of the Units are as follows:

- (i) Floors: the upper surface of the concrete flooring or wood subflooring, as the case may be.
- (ii) Ceilings: the plane of the lower surface of the strapping system which supports the finished gypsum board, or, in the case of exposed beams, the plane of the lower surface of the strapping system which supports the finished gypsum board and the interior surface of the beams.

- (iii) Interior Building Walls: in the case of walls separating Units, the center line of the wall studs, in the case of walls separating a Unit from Common Areas and Facilities, the plane of the surface of the wall studs facing such Common Areas and Facilities, or, in case of brick walls the center line of the brick.
- (iv) Exterior Building Walls (including party walls), Doors and Windows (including skylights): as to walls, the center line thereof; as to doors, the exterior surface of the doors and frames; and as to windows (including skylights), the exterior surfaces of the glass and window frames.
- (v) Each of Units 1013, 1014, 1211, 1212, 1413, 1414, 1511 and 1512 shall include the immediately adjacent, unenclosed area labeled on the Floor Plans as "Expansion" or "EXP"; it is anticipated that the Declarant will construct an interior building walls enclosing such areas prior to the initial conveyance of such Units.
- (vi) Unit 1214 shall include the immediately adjacent area labeled on the floor Plans as "Expansion" or "EXP"; it is anticipated that Declarant will construct a doorway providing a means of passage connecting this space to the remainder of Unit 1214 prior to the initial conveyance of Unit 1214.

6. Common Areas. (a) The Common Areas and Facilities of the Condominium consist of the following, subject to the reserved rights and easements of the Declarant herein set forth (including Declarant's right to grant mortgages on all or part of the rights and easements reserved to the Declarant) and the rights of the Ground Lessee under the Phasing and Ground Lease (including Ground Lessee's right to grant mortgages on all or part of its leasehold interest):

- (i) The Land, together with the benefit of and subject to all leases, easements, restrictions and other agreements currently of record, entered into in connection with any zoning exception or special permit or permitted to be created hereunder, so far as the same may be in force;
- (ii) Lawns, gardens, roads, walkways, external stairways and other improvements on the Land, including, without limitation, railings, fencing, steps and lighting fixtures;
- (iii) The foundations (except for the interior plane of the basement walls), structural columns, girders, lintels, beams, plates, supports, braces and structural elements of floors, whether or not contained within the boundaries of any Unit, and the walls (to the extent not included as part of a Unit), and roof of the Building;
- (iv) The entrance lobbies and other entrances, halls and corridors and the mailboxes, interior stairways and fire escapes located therein;
- (v) Installations of central cable television, security and life safety systems, central service equipment providing power, light, gas, hot and cold water and heating, including all equipment attendant thereto, all conduits, junction boxes, chutes,

ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal contained in the Condominium, other than within any Unit, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit which shall be part of such Unit), together with an easement of access thereto for operation, maintenance, repair and replacement;

- (vi) The septic system and its pipes and other appurtenances (collectively, the "Septic System"), together with all appurtenant rights to use the septic system and all costs and expenses necessary to maintain, repair and replace said septic system;
- (vii) The paved striped parking areas shown on the Survey Plan (the "Parking Lot");
- (viii) The entire attic of any Building then included in the Condominium; and
- (ix) Such additional common areas and facilities as may be defined in said Chapter 183A.

(c) The owners of the units (the "Unit Owners") shall each be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Exhibit B, which have been calculated on the basis of the approximate fair value of the Unit on the date hereof bears to the aggregate fair value of all the units.

(d) With respect to the Units that will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the common areas facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be calculated pursuant to Section 14(c) of this Master Deed.

(e) The use by the Unit Owners of the Common Areas and Facilities (including any portion thereof which is designated for the exclusive use of any Unit) shall be subject to (i) the terms and provisions of this Master Deed; (ii) the By-Laws of the Somerset Hills Condominium Trust (the "Condominium Trust"); (iii) the rules and regulations promulgated by the trustees (the "Trustees") pursuant to the Condominium Trust with respect to the use thereof; and (iv) the terms and conditions of the Ground Lease.

(f) Except as reserved by the Declarant in this Master Deed, no part of the Common Areas, including but not limited to the Parking Lot and driveways, shall be used for parking or storing of trucks or other commercial or recreational vehicles, boats, campers, or trailers, or other items or goods, except noncommercial, duly registered operable automobiles belonging to the unit owners and guests. No part of the outside areas shall be used for repairing or maintaining of any vehicle.

7. Encroachments. If any portion of the Common Areas and Facilities now encroaches 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 or shifting of the Buildings, 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 the Buildings for a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, an easement shall exist for such encroachment for the maintenance of the same so long as the Building (as existing or restored) stands.

8. Purpose. The Units are intended to be used for residential purposes. Notwithstanding the foregoing or the provisions of Section 9 hereof, Declarant (or its designated successors) may, until all of the Units have been sold by Declarant (or its designated successors), use any Units owned by Declarant (or its designated successors) as models or offices for the purpose of selling or leasing of Units (in connection with which Declarant (or its designated successors) shall have the right to display signs on such Units and in the Common Areas and Facilities) or for any other lawful purpose. A Unit may be used for commercial purposes with the written approval of the Trustee(s), provided such uses are in compliance with all applicable laws, regulations and ordinances.

9. Restrictions. (a) Unless otherwise permitted by instrument in writing duly executed by the Condominium Trust pursuant to provisions of the By-Laws thereof:

- (i) The Units shall be used only for residential purposes, except as otherwise specifically provided herein. Occupancy of a Unit shall be limited to two (2) persons for each bedroom contained therein, unless otherwise approved in advance by the Trustees.
- (ii) Notwithstanding the provisions of paragraph (a)(i) of this Section 9, office use of a Unit shall be permitted, provided such use is not in violation of applicable governmental regulations and is limited to carrying on an occupation or profession customarily carried out in a dwelling unit, in which no signs or advertising are employed, where the visitation of business associates, clients and/or the general public is not more than two visitations per day, and in which no non-resident assistant shall be permitted to work.
- (iii) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust, and the Common Areas and Facilities shall not be used or maintained in a manner contrary or inconsistent with the By-Laws of the Condominium Trust and any rules and regulations which may be adopted pursuant thereto.
- (iv) The architectural integrity of the Buildings and the Units shall be reserved without modification, and to that end, without limiting the generality of the foregoing, no air conditioner, awning, screen, antenna, light fixture, sign, promotional display (including, without limitation, posters, mobiles and other similar items) banner or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any Unit or any part thereof which would be visible from the outside of the Unit; no addition to or change or replacement (except, so

far as practicable, with identical kind) of any light, door knocker or other hardware, door or frame shall be made on the exterior of any Unit, and no painting, except with the same color paint as existed prior to such painting, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, the restrictions of this paragraph (e) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire, except as limited above with respect to decorations visible from outside the Unit or the right of the Declarant (or its designated successors), at its expense, to complete and decorate any Unit or the Common Areas. Upon written request from a Unit Owner, the Trustees may waive the restrictions in this paragraph (e), in which event the Unit Owner may modify the appearance of the Unit in compliance with all applicable laws, rules, regulations and ordinances.

- (v) Units may be leased to third parties by their respective Unit Owners. Except as provided below, no Unit may be leased for periods of less than six (6) months, and no lease shall have less than a thirty (30) day termination right, unless the terms of said lease are approved by the Trustees. No tenant under any lease shall have the right of subletting or assignment. All leases shall be terminable by the lessor or, upon the lessor's failure so to terminate, by the Trustees, in the event of material violation of the provisions of the Master Deed, the Declaration of Trust or any rules or regulations promulgated thereunder by the Trustees. No Unit may be used for transient rentals or rented on a nightly basis. Notwithstanding anything to the contrary in this Section 9(a)(v), any Unit owned by the Acton Housing Authority may be leased to a low or moderate income resident on such terms and conditions as are customary for said Housing Authority and not in material violation of the terms of this Master Deed.
- (vi) No animals or reptiles of any kind shall be raised, bred, or kept in any Unit without the prior consent of the Trustees of the Condominium Trust, provided that no such prior consent shall be required for the keeping of up to two small customary house pets in any Unit. With respect to any and all pets entitled or permitted hereunder to be kept within any Unit, no such pet shall be kept, bred or maintained for any commercial purposes, and in no event shall any pet be permitted in any portion of the Common Areas and Facilities unless carried or on a leash, or be permitted under any circumstances in any grass or garden plot.

(b) The restrictions set forth in paragraph (a)(i) through (vi) above shall be for the benefit of all of the Unit Owners and the Condominium Trust, and (i) shall be administered on behalf of the Owners by the trustees of the Condominium Trust, (ii) shall be enforceable solely by such trustees, insofar as permitted by law, (iii) may be waived in specific cases by such trustees and (iv) shall, insofar as permitted by law, 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.

10. Limited Common Areas, Exclusive Use Areas, and Reserved Easements.

(a) There shall no limited common areas or exclusive use areas in the Condominium; provided, however, that all Unit Owners shall have rights to use common hallways and stairways only to the extent necessary to provide access to their respective Units.’

(b) Each Unit owner shall have the right and easement to park one (1) automobile in the Parking Lot, provided that such automobile is registered, insured and in working condition (no storage of automobiles shall be allowed)

(c) Each of the Units located on the ground level of any of the Buildings (Units 1011, 1012, 1013, 1014, 1211, 1212, 1213, 1214, 1411, 1412, 1413, 1414, 1611, 1612, 1613 and 1614) shall have the right and easement to install, maintain, operate, inspect, repair and replace pipes, conduit or other equipment required to vent radon gas from the Unit; provided that (i) the installation, maintenance and repair of any such radon mitigation system over, on or through the Common Areas of the Condominium shall be subject to the written approval of the trustee(s); (ii) the installation, maintenance and repair of any such radon mitigation system shall be at the sole cost and expense of the owner of the Unit serviced by it, and (iii) the radon mitigation system shall not unreasonably interrupt or interfere with the use of any Unit or any Common Area or Facility of the Condominium.

11. Contiguous Units. In the event that two Contiguous Units (as hereinafter defined) are owned by the same Unit Owner, the owner of such Units shall have the right, if permitted under applicable governmental laws and ordinances, to create an opening between the two Units in order to permit free access between them. Any such work shall be deemed to be a structural improvement and shall be performed in accordance with all applicable governmental laws and ordinances, and the provisions of Section 5.7 of the Condominium Trust (including the provisions for consent of the Trustees, which right of consent shall be exercised only to preserve the integrity of the structural, mechanical and electrical systems of the Building). If such Units are thereafter conveyed to separate owners, then, prior to such conveyance, the Unit Owner of such Units shall close the opening and restore the applicable wall or ceiling/floor as nearly as is reasonably possible to their condition prior to such opening. For the purposes of this Section 12, the terms “Contiguous Units” shall mean two Units horizontally adjacent (separated only by an interior wall) or two Units vertically adjacent (separated only by a ceiling/floor). Vertically adjacent Units need not have identical perimeters in order to be deemed Contiguous Units.

12. Amendments. (a) While the Declarant owns at least fifty percent (50%) of the Units, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units (but only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner. Thereafter, this Master Deed may be amended by an instrument in writing, signed and acknowledged by a duly authorized trustee of the Condominium Trust pursuant to the bylaws thereof, consented to in writing by Unit Owners owning at least 67% of the undivided interest in the Common Areas and Facilities, and duly filed with the Middlesex County Registry of Deeds, provided, however, that:

(i) The date on which an such instrument is first consented to by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so filed within six (6) months after such date;

(ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been consented to by the Unit Owner of the Unit so altered;

(iii) No instrument of amendment altering the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been consented to by all Unit Owners whose percentage is affected and said instrument is filed as an Amended Master Deed;

(iv) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held by the Declarant or its successors or assigns, which adversely affects the lien of any such mortgage, shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage; and

(v) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

(b) Notwithstanding the provisions of paragraph (a) hereof or any other provision of this Master Deed, without the consent of any Unit Owner or holder of any mortgage on, any Unit, the Declarant (or its designated successors) may from time to time amend this Master Deed or enter into any other appropriate agreements so as (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration, Boston Redevelopment Authority, Boston Zoning Board of Appeals or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to bring the Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts or other governmental laws, rules or regulations, or (iii) to correct clerical or typographical errors or inadvertent omissions in the Master Deed or any exhibit or amendment thereto. Notwithstanding that the consent of the Unit Owners is not necessary for the exercise by Declarant (or its designated successors) of its rights under this paragraph, by acceptance of a deed to a Unit, each Unit Owner (for himself and his successors and assigns) hereby irrevocably appoints the Declarant (or its designated successors) as such Owner's attorney-in-fact to execute, acknowledge and deliver any such amendment to this Master Deed and any and all other instruments or agreements Declarant (or its designated successors) deem appropriate to effect such purposes. So long as the Declarant owns any Units, the Declarant shall have the same rights and shall assume the same duties appurtenant to any such Units.

13. Future Phases. (a) Notwithstanding any of the provisions in this Master Deed to the contrary, the Declarant, its successors and assigns, reserve the right (but shall not be obligated) to add future Phases to the Condominium, as described in Section 2 of this Master Deed, and to amend this Master Deed from time to time as reasonably necessary or appropriate to account for the addition of each such additional Phase, all without the consent of the Trust or any Unit Owner. Upon the addition of any Unit(s) to the Condominium, the percentage interest of such added Unit(s) shall be adjusted as shown on Exhibit B hereto. The percentage interest of all Units which were previously part of the Condominium shall likewise be reduced as shown on Exhibit B hereto. The Units to be added to in connection with each new Phase shall be of a quality of construction consistent with the units which are then part of the Condominium.

(b) The documents that will be recorded to add each Phase will be (i) the amendments to this Master Deed made under the provisions of this Section 13, (ii) an "as built" plan of the Units that are part of the phase being added, if different from the Floor Plans, an (iii) a partial termination of the Phasing and Ground Lease affecting the Building or portion thereof in which the new Units are located. The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, in the Registry of Deeds, of the amendment to this Master Deed adding a Phase. Notwithstanding that the consent of the Unit Owners is not necessary for the exercise by Declarant (or its designated successors) of its rights under this Section 13, by acceptance of a deed to a Unit, each Unit Owner (for himself and his successors and assigns) hereby irrevocably appoints Declarant (or its designated successors) as his attorney-in-fact to execute, acknowledge and deliver any amendments to this Master Deed or other instruments Declarant (or its designated successors) deem appropriate to effect the purposes of this Section 13.

(c) The Declarant's right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of:

- (i) seven (7) years from the date of recording of this Master Deed;
- (ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or
- (iii) the recording of the amendment adding the last Phase by which all units to which the Declarant is entitled will thereupon have been added to the Condominium.

(d) Until the completion of Phases II, III and IV, the Declarant hereby reserves to itself and its successors and assigns the right and easement to: (i) use all Common Areas and Facilities of the Condominium (including, without limitation, the Parking Area) for the benefit of the residents of those Buildings which have not yet been added to the Condominium; (ii) connect into, extend and modify all roads, walkways, utility lines and services in connection therewith, provided that no such connection, extension or modification shall unreasonably interfere with the use of the Units which are then part of the Condominium; (iii) pass and repass by vehicle and on foot in, upon and over the all land of the Condominium and the Common Areas and Facilities of the Condominium (including but not limited to driveways and walkways) for any and all purposes;

(iv) to construct, install, maintain, repair, and replace utilities and other appurtenances on, under or over the Condominium Land to serve the Buildings which are not then part of the Condominium.

(e) Until all Phases of the Condominium are completed, Declarant shall pay to the Condominium Trust on a quarterly basis Declarant's Proportionate Share of expenses incurred by the Condominium Trust for or in connection with (i) obtaining and maintaining general liability insurance and casualty insurance policies, provided that Declarant is a named insured thereon; (ii) maintenance or improvement of the lawns and landscaping on the Land, (iii) maintenance or improvement of roads, walkways, fencing, and exterior lighting fixtures on the Land; (iv) maintenance and improvement of the Septic System; and (v) maintenance and improvement of the Parking Lot. The Condominium Trust shall send to Declarant quarterly statements of the costs and expenses so incurred, and Declarant shall pay such costs within thirty (30) days of receipt of statement. In the event that Declarant disputes the statement of costs, Declarant shall have the right to audit the records of the Condominium Trust and shall be required to pay the amount due as determined by such audit within thirty (30) days after the completion of the audit. For purposes of this Section 13(e), "Declarant's Proportionate Share" shall be a fraction of which the numerator is the number of occupied dwelling units subject to the Phasing and Ground Lease, and the denominator is the sum of the number of occupied dwelling units subject to the Phasing and Ground Lease plus the number of Units then part of the Condominium.

(f) The Condominium Trust shall at all times retain the right and easement to use, maintain, repair and replace such existing utilities, pipes, conduits, wires and other appurtenances which serve the Condominium but located within any Building not yet added to the Condominium.

14. Managing Entity. The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Somerset Hills Condominium Trust, a Massachusetts trust whose mailing address is 88 Waverley Street, Framingham, MA 01702. A copy of the Declaration of Trust (including the By-Laws) thereof is being recorded simultaneously herewith (the "Declaration of Trust"). Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest equal to such Owner's interest in the Common Areas and Facilities. The name of the original and present trustee(s) is (are) as follows:

1. Peter Aznoian of the Town of Andover, Essex County, Massachusetts; and
2. George Morrill of the Town of Sherborn, Middlesex County, Massachusetts.

Such trustee has enacted By-Laws, which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. The Trustees may contract with one or more third party managing agent(s) for the management of the Condominium. Such managing agent(s) may be an affiliate of the Declarant, provided that the terms of the management contract are substantially similar to the terms that available in the market in an arm's-length transaction.

15. Development of Declarant's Reserved Land. Notwithstanding anything in this Master Deed to the contrary, the Declarant reserves to itself the exclusive right and easement to use or access the portion of the Land shown on the Survey Plan as "Declarant's Reserved Land."

Access to and use of the Declarant's Reserved Land shall be subject to this Section 15 and to the terms of the Phasing and Ground Lease.

(a) Declarant's Reserved Land is subject to and burdened by the Phasing and Ground Lease. While the Phasing and Ground Lease remains in effect, the Ground Lessee shall have exclusive rights to use, access and occupy Declarant's Reserved Land, except that the Condominium Trust and each Unit owner shall have the right and easement to use that portion of Declarant's Reserved Land which currently is improved for use as a paved surface parking area and to access such parking area, and provided that neither the Declarant nor the Ground Lessee shall take any action which shall cause the number of parking spaces serving the Condominium to be less than the number of Units in the Condominium.

(b) Declarant reserves to itself and/or the Ground Lessee the right and easement to undertake one or more separate residential, commercial or mixed-use buildings with parking facilities and related improvements ("Additional Development") on Declarant's Reserved Land, provided that such Additional Development shall have no material adverse impact on the Condominium or any Unit. At such time as the Declarant desires to undertake any Additional Development on Declarant's Reserved Land, in accordance with this Section 15, the Declarant shall use commercially reasonable efforts to subdivide the Land into two parcels of land, the first such parcel consisting of the Declarant's Reserved Land (or such portion thereof as Declarant shall elect to include) and the second such parcel consisting of the remainder of the Land. The Condominium Trust shall cooperate with the Declarant, at the sole cost and expense of the Declarant, in subdividing the Land, including, without limitation, by signing or executing any applications, plans or other documents or instruments required to accomplish such subdivision. At such time as such subdivision is accomplished, Declarant shall (i) cause the Declarant's Reserved Land to be removed from the Condominium; (ii) execute, deliver and record a grant of easement for the benefit of the Condominium and its Unit Owners, as benefited parties, permitting said benefited parties to continue to using such improvements on, under or over the Declarant's Reserved Land as are then serving the Condominium or lawfully used by the Unit Owners (provided such rights and easements shall be deemed granted automatically by the provisions of this Master Deed even without the recording of such an instrument); (iii) terminate the Phasing and Ground Lease to the extent it applies to Declarant's Reserved Land; and (iv) amend the legal description of the Land in Exhibit A as appropriate. If and when such subdivision is accomplished, the Declarant and the Trust each shall have the right, acting alone, and without the approval of any Unit Owner, to amend this Master Deed to remove the Declarant's Reserved Land from the Condominium and amend the legal description of the Land in Exhibit A as appropriate.

(c) If Declarant does not obtain approval to subdivide the Land as provided in the preceding paragraph 15(b), then Declarant or Ground Lessee may undertake the Additional Development as provided herein, or as provided in the Phasing and Ground Lease, as the case may be.

(d) In connection with the any Additional Development, Declarant further reserves to itself and to the Ground Lessee the right and easement to connect into all roads and walkways of the Condominium, to connect into, extend, lay and modify utility lines and services on or under the Condominium Land, and to use such Condominium Land as is reasonably necessary in order to facilitate construction of the Additional Development, including without limitation the Septic System, and all pipes and appurtenances connecting thereto. Upon completion of the

exercise of any of the rights pursuant to this Section 15, Declarant, at its sole cost and expense, shall restore such Condominium Land to its condition immediately prior to the exercise of such rights.

(e) If and to the extent the Additional Development connects to and uses Common Areas or Facilities of the Condominium (including, without limitation, utilities and roadways) ("Shared Facilities"), Declarant shall pay to the Condominium Trust a proportionate share of the cost of maintaining, improving, repairing and replacing such Shared Facilities. Such proportionate share shall be determined based on the relative levels of use by the Declarant and by the Condominium Unit owners. By way of example only, the proportionate share of costs of maintaining the Septic System shall be determined by proportionate volume of wastewater generated.

(f) Notwithstanding anything to the contrary in this Section 15, the Declarant shall not subdivide the Declarant's Reserved Land from the remainder of the Land, or undertake the Additional Development or otherwise exercise the rights reserved to it pursuant to this Section 15 unless (i) Declarant replaces any and all parking spaces then serving the Condominium with new parking spaces for the use and enjoyment of the Condominium and its Unit Owners, such that the number of parking spaces available to the Condominium shall not be fewer than 83 (except for such reasonable time as Declarant may require to construct the replacement parking spaces; provided that at no time shall the number of parking spaces available to Condominium be less than 52); and (ii) Declarant provides to the Condominium Trust reasonable evidence that the subdivision and/or the Additional Development, as applicable, does not cause the Condominium or the Condominium Land to be in violation of applicable legal requirements (such evidence may be in the form of a letter from the Acton Building Inspector, a certificate signed by a registered engineer, architect or surveyor, a permit issued for the subdivision or the Additional Development, as the case may be, or other legal determination from a governmental authority with jurisdiction over the Land).

16. Protection of Mortgagees

Except with respect to those rights expressly reserved to the Declarant hereunder, the following provisions of this Section 16 shall apply notwithstanding any other provisions of the Master Deed, the Condominium Trust, and the bylaws to the contrary, and shall be in addition to any other mortgagee protections contained in this Master Deed or in the foregoing instruments.

(a) Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, unless at least sixty-seven percent (67%) of the Listed Mortgagees (as used herein, the term "Listed Mortgagees" shall mean a mortgagee with a first priority mortgage of record on the Unit in question of which the Trustees have received written notice pursuant to and in conformance with the provisions of the Declaration of Trust and Chapter 183A) (based upon one vote for each Unit subject to a mortgage held by a Listed Mortgagee) have given their prior written approval, neither the Unit Owners nor the Trustees by amendment to this Master Deed or otherwise, shall:

- (i) by act or omission, seek to abandon or terminate the Condominium;
- (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;

- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities as set forth herein shall not be deemed an action for which prior approval of a mortgagee shall be required under this subsection;
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Except as may be otherwise provided by applicable law, any Listed Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by such mortgagee.

(c) Except as may be otherwise provided by applicable law, in no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of any Listed 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.

(d) Unless otherwise required by applicable law, any Listed Mortgagee, upon written request to the Trustees, which request shall include such Listed Mortgagee's name and address and the Unit against which the mortgage in question has been placed, will be entitled to:

- (i) timely written notification of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) timely written notification of any 60-day delinquency in the payment of assessments or charges owed by the owner of the Unit on which it holds the mortgage;
- (iii) timely written notification of a lapse, cancellation or material modification of any insurance policy or fidelity insurance coverage maintained by the Trustees;
- (iv) timely written notification of any proposed action that requires the consent of a specified percentage of Listed Mortgagees;

- (v) inspect the Trustees' books and records during normal business hours or as otherwise specified in Chapter 183A, upon at least three (3) business days' notice;
- (vi) receive an audited annual financial statement of the Condominium expenses within one hundred twenty (120) days following the end of the Condominium Trust's fiscal year; and
- (vii) timely written notice of all meetings of the Trustees, and to be permitted to designate a representative to attend all such meetings.

(e) Unless Unit Owners representing at least sixty-seven percent (67%) of the percentage interest in the Common Areas and Facilities, and at least fifty-one percent (51%) of the Listed Mortgagees (based upon one vote for each Unit subject to a mortgage held by a Listed Mortgagee), have given their prior approval, no amendment shall be adopted which would make any material change to this Master Deed or to the Declaration of Trust (i.e. other than amendments to correct technical errors or for clarification). A change with respect to any of the following matters is hereby deemed to be material:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of such liens;
- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repair of the Condominium;
- (v) reallocation of interests in the Common Elements, or rights to their use;
- (vi) boundaries of any Unit, except as provided in Section 9;
- (vii) convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as provided in this Master Deed;
- (ix) reduction in hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units, other than as set forth in this Master Deed or the Declaration of Trust;
- (xi) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit, other than as set forth in this Master Deed or the Declaration of Trust;

- (xii) a decision by the Trustees to establish self management when professional management had been required previously by the Declaration of Trust or this Master Deed, or by a Listed Mortgagee;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in this Master Deed;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions hereof that expressly benefit Listed Mortgagees.

Any Listed Mortgagee that does not deliver to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Section 16(e), provided such written request is delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request. An affidavit by a majority of the Trustees making reference to this Section, when recorded with the Registry, shall be conclusive against all persons as to the facts set forth therein.

Nothing in this Section 16(e) shall be deemed to derogate from any rights of the Declarant in this Master Deed or the Condominium Trust.

(f) Any lien for common charges or other charges becoming due and payable on or after the date of filing of a first mortgage on any Unit shall have priority with respect to said mortgage as provided by Chapter 183A. A lien for common charges or other 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, or deed in lieu of foreclosure, to the holder of a first mortgage, shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer, except as otherwise provided by Chapter 183A. 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 assessment made thereafter.

(g) An initial working capital fund shall be established by the Declarant and shall be equal to at least two (2) months' estimated common expenses for each Unit. Each Unit's share of the working capital fund must be paid to the Trustees at the time of closing of the sale of each Unit. Said fund shall be maintained in a segregated account for the use and the benefit of the Condominium. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet additional Condominium expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. The working capital fund established pursuant to this Section cannot be used to defray the expenses, reserve contributions or construction costs which are the responsibility of the Declarant in its role as developer of the Building or to make up budget deficits, nor shall funds from the working capital fund be deemed common profits available for distribution to the Unit Owners.

(h) 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.

17. Subject to Chapter 183A. The Units, the Common Areas and Facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and, in all respects not specified in this Master Deed or in the Declaration of Trust (including By-Laws) of the Condominium Trust, shall be governed by the provisions of such Chapter 183A.

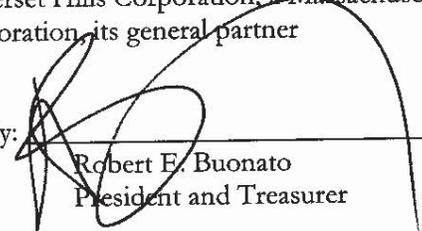
18. Designated Successor. A designated successor of Declarant shall mean a person or entity specifically designated as such by Declarant (or a previously designated successor) by an instrument recorded in the Middlesex County Registry of Deeds provided that the holder of a mortgage from Declarant (or its designated successors) and any person claiming through or under such mortgage including, without limitation, by way of foreclosure or deed in lieu thereof may exercise the rights of Declarant (or its designated successors) to the extent permitted thereby.

[Signature(s) on following page]

IN WITNESS WHEREOF, Declarant has caused this Master Deed to be duly executed and delivered under seal, as of December 17th, 2005.

SOMERSET HILLS LIMITED PARTNERHIP

By: Somerset Hills Corporation, a Massachusetts corporation, its general partner

By: 
Robert E. Buonato
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 17th day of December, 2005, before me, the undersigned notary public, personally appeared Robert E. Buonato, the President and Treasurer of Somerset Hills Corporation, the general partner of Somerset Hills Limited Partnership, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.



Eileen Myers
Notary Public
Printed name: Eileen Myers
My commission expires: 1-2-2009

EXHIBIT A

Legal Description of the Land

PARCEL I

That certain parcel of land situated in Acton in the County of Middlesex and said Commonwealth, described as follows:

Northwesterly by the southeasterly line of Main Street, three hundred sixty-nine and 85/100 feet;

Northeasterly by lot 12 as shown on plan hereinafter mentioned, one hundred ninety-eight and 10/100 feet;

Southeasterly by land now or formerly of Gertrude C. Daniels, two hundred fifty-five and 75/100 feet; and

Southwesterly by land now or formerly of Frank B. Bartlett et al, three hundred three and 78/100 feet.

Said parcel is shown as lot 11 on Plan No. 10385E.

All of said boundaries, except the street line, are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1177, Page 161, with Certificate 209511. There is appurtenant to the above described land, a right of way one rod wide and over said Daniels land to Nashoba Brook, arising under a certain deed from Jonathan Wheeler to Nathan Chaffin, dated July 15, 1858, duly recorded in Book 808, Page 126.

PARCEL II

Also, another certain parcel of land situated in said Acton, bounded and described as follows:

Southeasterly by the northwesterly line of Main Street, four hundred eighty-eight and 73/100 feet;

Southerly by the northerly line forming the junction of said Main Street and Wampus Avenue, twenty-six and 23/100 feet;

Southwesterly by the northeasterly line of said Wampus Avenue, five hundred thirty-five and 95/100 feet;

Northwesterly by lands now or formerly of Ralph F. Parsons et ux and of Porter G. Jenks, seven hundred seventy and 18/100 feet; and

Northeasterly by land now or formerly of Maria S. Rice, four hundred ninety-eight and 24/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 672, Page 102, with Certificate 108452 (Plan No. 30819A).

EXHIBIT B

Unit #	Location	Percentage Interest (By Phase)			
		Phase I	Phase II	Phase III	Phase IV
1611	1st Floor of Building 16	7.3%	3.6%	2.4%	1.8%
1612	1st Floor of Building 16	7.3%	3.6%	2.4%	1.8%
1613	1st Floor of Building 16	8.5%	4.2%	2.8%	2.1%
1614	1st Floor of Building 16	8.5%	4.2%	2.8%	2.1%
1621	2nd Floor of Building 16	8.1%	4.1%	2.7%	2.0%
1622	2nd Floor of Building 16	8.1%	4.1%	2.7%	2.0%
1623	2nd Floor of Building 16	8.8%	4.4%	2.9%	2.2%
1624	2nd Floor of Building 16	8.8%	4.4%	2.9%	2.2%
1631	3rd Floor of Building 16	8.3%	4.2%	2.8%	2.1%
1632	3rd Floor of Building 16	8.3%	4.2%	2.8%	2.1%
1633	3rd Floor of Building 16	9.0%	4.5%	3.0%	2.3%
1634	3rd Floor of Building 16	9.0%	4.5%	3.0%	2.3%
1411	1st Floor of Building 14		4.2%	2.8%	2.1%
1412	1st Floor of Building 14		4.2%	2.8%	2.1%
1413	1st Floor of Building 14		3.6%	2.4%	1.8%
1414	1st Floor of Building 14		3.6%	2.4%	1.8%
1421	2nd Floor of Building 14		4.4%	2.9%	2.2%
1422	2nd Floor of Building 14		4.4%	2.9%	2.2%
1423	2nd Floor of Building 14		4.1%	2.7%	2.0%
1424	2nd Floor of Building 14		4.1%	2.7%	2.0%
1431	3rd Floor of Building 14		4.5%	3.0%	2.3%
1432	3rd Floor of Building 14		4.5%	3.0%	2.3%
1433	3rd Floor of Building 14		4.2%	2.8%	2.1%
1434	3rd Floor of Building 14		4.2%	2.8%	2.1%
1011	1st Floor of Building 10			2.8%	2.1%
1012	1st Floor of Building 10			2.8%	2.1%
1013	1st Floor of Building 10			2.5%	1.8%
1014	1st Floor of Building 10			2.5%	1.8%
1021	2nd Floor of Building 10			3.0%	2.2%
1022	2nd Floor of Building 10			3.0%	2.2%
1023	2nd Floor of Building 10			2.7%	2.0%
1024	2nd Floor of Building 10			2.7%	2.0%
1031	3rd Floor of Building 10			3.0%	2.3%
1032	3rd Floor of Building 10			3.0%	2.3%
1033	3rd Floor of Building 10			2.8%	2.1%
1034	3rd Floor of Building 10			2.8%	2.1%
1211	1st Floor of Building 12				1.8%
1212	1st Floor of Building 12				1.8%
1213	1st Floor of Building 12				2.1%
1214	1st Floor of Building 12				2.1%
1221	2nd Floor of Building 12				2.0%
1222	2nd Floor of Building 12				2.0%
1223	2nd Floor of Building 12				2.2%
1224	2nd Floor of Building 12				2.2%
1231	3rd Floor of Building 12				2.1%
1232	3rd Floor of Building 12				2.1%
1233	3rd Floor of Building 12				2.3%
1234	3rd Floor of Building 12				2.3%

* ALL UNITS shall have appurtenant to them a common right of passage for pedestrian access over the Land; a common right of passage up and down the basement stairway; a right of passage up and down interior stairways and along interior hallways, to the extent necessary for ingress to and egress from the Unit; and a common right to park one (1) automobile in the Parking Lot, provided that such automobile is registered, insured and in working condition (no storage of automobiles shall be allowed).

** The Declarant reserves the right to change such order and mix the corresponding percentage interest appertaining to the units existing before as well as after such change, provided that such percentage interests as modified comply with Chapter 183A as amended.

Doc 01404969

Southern Middlesex Land Court
Registry District

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NOTED ON: CERT C 715 BK 00033 PG 45