

Master Deed - CCRs
Robbins Brook Village Homes

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MASTER DEED

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Robbins Brook Condominium

Acton, MA

January 23, 2002

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SEE PLAN IN RECORD BOOK

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MASTER DEED
ROBBINS BROOK CONDOMINIUM

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MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM

The undersigned Declarant (as hereinafter defined), being the sole owner of the land in Acton, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto to the provisions of the Act (as hereinafter defined) and proposes to create, and hereby does create with respect to said premises, a Condominium to be governed by and subject to the provisions of the Act, and to that end the Declarant declares and provides the following:

1. Definitions, Condominium Phasing, AAL, Pulte and Orbit Separate Properties.

A. Definitions.

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of The Robbins Brook Condominium Trust:

AAL shall mean Acton Assisted Living, LLC, a Massachusetts limited liability company with a principal office address c/o Vazza Associates 150 Wood Road, Braintree, Massachusetts 02184 and its successors and assigns (except as otherwise limited as set forth in the definition of “successors and assigns” hereinbelow).

AAL Land shall mean the land designated as “AAL Land” on the Plan and as described in Exhibit F attached hereto.

AAL Units shall mean Units which are constructed on AAL Land and which are therefore the property solely of AAL or its successors or assigns (see AAL Land).

An Independent Dwelling shall mean a Unit intended exclusively for residential use in the multi unit building labeled “Independent Living” on the Plan.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

Declarant shall mean AAL and its successors and assigns (except as limited as set forth in the definition of “successors and assigns” hereinbelow).

EUA shall mean an exclusive use area, as defined in Sections 5 (c), 6 and 7 (b).

Limited Common Area shall mean “Limited Common Areas and Facilities” as defined in the Act; to wit: a portion of the Common Areas and Facilities for the exclusive use of one or more but fewer than all of the units.

Orbit shall mean Orbit Construction, Inc , a Massachusetts corporation with a business address of 400 Essex Street, P.O. Box 5600, Beverly Farms, Massachusetts 01915 and its successor and assigns (except as otherwise limited herein).

Orbit Land shall mean the land designated as “Orbit Land” on the Plan, and as described in Exhibit D attached hereto.

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Orbit Units shall mean Units which are constructed on Orbit Land and which are therefore the property solely of Orbit or its successors or assigns (see Orbit Land).

Owner shall have the same meaning as the term “Unit Owner” in Section 1 of the Act without regard to whether the Unit is a Village Home, Independent Dwelling or The Assisted Dwelling Unit.

Pulte shall mean Pulte Home Corporation of New England, a Michigan Corporation with a place of business at 257 Turnpike Street, Suite 200, Southborough, MA 01772 and its successors and assigns (except as other wise limited herein.)

Pulte Land shall mean the land designated as “Pulte Land” on the Plan, and as described in Exhibit E attached hereto.

Pulte Units shall mean Units which are constructed on Pulte Land and which are therefore the property solely of Pulte or its successors or assigns (see Pulte Land).

Plan shall mean a plan entitled “Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, and recorded in the Middlesex South District Registry of Deeds herewith.

Successors and assigns shall mean the successors and assigns of AAL, or Pulte, or Orbit, whichever the context requires, but the term “successors and assigns” specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of AAL, or Pulte, or Orbit unless such deed, mortgage or other instrument, referring specifically to this Section 1A of this Master Deed, so states.

The Act shall mean Massachusetts General Laws, Chapter 183A (“Condominiums”), as amended.

The Assisted Living Unit shall mean the Unit labeled “Assisted Living Building” on the Plan.

The Condominium shall mean the Condominium created by this Master Deed.

The Condominium Trust shall mean Robbins Brook Condominium Trust, the unit owners' organization formed pursuant to the Act.

The Independent Dwelling Building shall mean the building in which the Independent Dwellings are located.

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Unit shall mean a Condominium Unit as that term is defined in Section 1 of the Act. A Unit may be a Village Home, Independent Dwelling or The Assisted Dwelling Unit.

Village Home shall mean a Unit intended exclusively for residential use in an attached or detached building.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Paragraph 19 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 19 already granted) or signature of any owner, or any mortgagee or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any unit) or any other party, so as to add additional land and additional phases and additional Units to the Condominium. Said paragraph 19 also describes certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units.

C. AAL Land; AAL Units; Pulte Land; Pulte Units; Orbit Land; Orbit Units.

- (i) The Declarant wishes to constitute the Condominium and does hereby constitute the Condominium so that (a) all Units built upon AAL Land shall be and remain AAL's separate property in fee simple (the “AAL Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed, (b) all Units built upon Pulte Land shall be and remain Pulte's separate property in fee simple (the “Pulte

Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed, and (c) all Units built upon Orbit’s Land shall be and remain Orbit’s separate property in fee simple (the “Orbit Units”) regardless of whether the land is included in the Exhibit A attached hereto or whether the Land has been added to the Condominium by amendment to this Master Deed.

- (ii) (a) All Units built upon AAL Land shall be and remain the separate property of AAL, regardless of when such Units were constructed. When AAL conveys an AAL Unit, such unit shall be and become the property of the grantee to whom AAL has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a AAL Unit (unless the conveyance was to AAL). Unit deeds and unit mortgages of AAL Units shall be fully valid if executed solely by AAL, and no such deed or mortgage shall need the signature or assent of anyone else.

(b) All Units built upon Pulte Land shall be and remain the separate property of Pulte, regardless of when such Units were constructed, and notwithstanding that the Declarant is composed of only AAL and the continued designation of Pulte Land shall become merely a matter of convenience of reference. When Pulte conveys a Pulte Unit, such unit shall be and become the property of the grantee to whom Pulte has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a Pulte Unit (unless the conveyance was to Pulte). Unit deeds and unit mortgages of Pulte Units shall be fully valid if executed solely by Pulte, and no such deed or mortgage shall need the signature or assent of AAL or anyone else.

(c) All Units built upon Orbit Land shall be and remain the separate property of Orbit, regardless of when such Units were constructed, and notwithstanding that the Declarant is composed of only AAL and the continued designation of Orbit Land shall become merely a matter of convenience of reference. When Orbit conveys an Orbit Unit, such unit shall be and become the property of the grantee to whom Orbit has conveyed same, and upon the completion of such conveyance, such unit shall no longer be a Orbit Unit (unless the conveyance was to Orbit). Unit deeds and unit mortgages of Orbit Units shall be fully valid if executed solely by Orbit, and no such deed or mortgage shall need the signature or assent of AAL or anyone else.

All references in this Master Deed (including but not limited to paragraph 19 hereof) to the right of the Declarant to add additional land, additional phases, and additional Units to the Condominium shall be understood to refer to the right of AAL, Pulte, Orbit and their respective successors and

assigns (except as limited in the definition of successors and assigns) to add additional land, additional phases and additional Units as set forth in this subparagraph C of this paragraph 1.

- (iii) By way of illustration of the foregoing, the land which constitutes the Condominium is comprised of AAL Land, Pulte Land, Orbit Land, and Common Land; the Units which constitute Phase 1 of the Condominium are built solely on Pulte Land. Accordingly, all Units which constitute Phase 1 of the Condominium shall be and remain the separate fee simple property of Pulte ("Pulte Units") even though such land now constitutes a portion of the Condominium land.
- (iv) Any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by AAL, if the land being added to the Condominium by such amendment is AAL Land; and any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by Pulte, if the land being added to the Condominium by such amendment is Pulte Land; and any amendment to this Master Deed adding land or improvements to the Condominium shall be fully valid if signed only by Orbit, if the land being added to the Condominium by such amendment is Orbit Land.
- (v) Notwithstanding that the Declarant is herein defined as AAL, the Declarant, qua Declarant, shall obtain no ownership interest in fee or otherwise, whatsoever in any of the Units now or hereafter made a part of the Condominium, other than the AAL Units. It is expressly understood and agreed that the fee simple ownership of each and every Unit shall belong, to either AAL, Pulte or Orbit (but not jointly), depending upon whether the land on which such units are built is AAL Land, Pulte Land or Orbit Land.

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D. Development Rights

- (i) The term "Development Rights" as used herein shall mean the right and easement of the AAL, Pulte or Orbit (and any of them) to add buildings and/or Units to the Condominium, including but not limited to Declarant's rights and easements set forth in paragraph 19 of this Master Deed. The term "Development Rights Grantee" shall mean any grantee to whom Development Rights are assigned and/or conveyed.
- (ii) In the event that AAL, Pulte, and/or Orbit assign, convey and transfer Development Rights, each unit added to the Condominium by a Development Rights Grantee pursuant to the exercise of Development Rights shall be and remain the property of such Development Rights Grantee, and such Development Rights Grantee shall have the right to sell

and mortgage each such Unit to anyone whomsoever, and title to such Unit shall be deemed to be vested in fee simple in such Development Rights Grantee until such Development Rights Grantee executes and delivers a Unit deed describing the Unit to a third party grantee or mortgagee.

- (iii) The Development Rights Grantee shall be regarded as the successor and assign of the grantor of the Development Rights solely with respect to the grant of Development Rights of the Units named in the instrument of assignment of Development Rights, but such Development Rights Grantee shall not be deemed the successor or assign of such grantor for any other purpose, or in any other connection. All grants of Development Rights (unless otherwise specified) shall be subject to (i) the provisions of this Master Deed, (ii) the provisions of the Condominium Trust, (iii) the Act, (iv) the Declaration of Covenants, Conditions and Restrictions dated October 19, 2000, recorded in the Registry in Book 31942, Page 418 (the "CC&R"), (v) all orders of conditions recorded in the Registry pertaining to the Condominium (vi) the Special Permit referred to in the CC&R, (vii) all applicable laws, codes, rule and regulations regarding construction or development of the Condominium (as all of the foregoing may be amended from time to time), and (viii) any other matters specifically set forth in the grant of Development Rights. No grantee, mortgagee, lessee, tenant or other transferee of any interest in any Unit conveyed to a third party grantee, mortgagee, lessee, tenant, or other transferee by a Development Rights Grantee shall be deemed to have any rights against the grantor of the Development Rights, except as set forth in other agreements between such parties.

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2. Name

The name of the Condominium shall be "ROBINS BROOK CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

3. Description of Land

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

4. Description of Buildings

The building(s) (hereinafter the "building or building(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

5. Designation of the Village Homes and Their Boundaries

- (a) There will be not more than thirty-one (31) Village Homes, each being a detached or attached single-family dwelling located on the land described in Exhibit A and each being a Village Home Unit. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Village Home Units are set forth in Exhibit C, attached hereto, and as shown on the site and floor plans of the Condominium, recorded herewith or to be recorded with Amendments hereto. The said floor plans show the layout, locations, numbers and dimensions of the Units as built, indicate that the buildings are collectively named "Robbins Brook Condominium" and otherwise have no name, and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.

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- (b) If and when the Declarant and/or Development Rights Grantee adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 19 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in this paragraph 5. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant/Development Rights Grantee shall record floor plans showing the building(s) and Unit(s) forming part thereof.

- (c) Village Homes: Each Village Home shall be a single family free-standing dwelling house or single family attached dwelling house and shall have the exclusive use of walkways, driveways, decks, porches and entryways servicing that unit as well as the structural and exterior finish components of the building housing the unit. These exclusive use areas which are part of the Limited Common Area of the condominium are sometimes referred to herein as EUAs.. The boundaries of each of the Village Homes with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Concrete Floors: The plane of the upper surface of the concrete basement floor slab.
- (ii) Stone, Brick, and/or Concrete Walls: The plane of the interior finished surface of the concrete walls and the interior finished surface of any stone or brick walls.
- (iii) Roofs or Upper Boundaries: The plane of the unfinished interior surface of the attic roof rafters.
- (iv) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or, in the case of concrete walls, the interior surface of the concrete walls facing the Unit; as to exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames,

the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass. As to the interior building walls between units, the plane of the interior surface of the wall studs facing each unit.

- (v) Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

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- (d) All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Board of the Robbins Brook Condominium Trust Village Homes Group (VHG) (see paragraph 5.4.9 of the Condominium Trust recorded herewith). Each Village Home Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Village Home or which are situated in, on or within the EUA set aside for the exclusive use of said Village Home.

- (e) All Common Area located near or attached to each Village Home Unit specifically including, but not limited to, the roof, perimeter or exterior walls, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks (but not the perimeter sidewalks) and all parts of the structure shall not be part of the Unit, but shall be Limited Common Area, all or a portion of which is designated at Exclusive Use Area for the benefit of the unit to which it is attached or which it serves. The maintenance and upkeep of the Limited Common Areas shall be allocated to all Village Homes, notwithstanding that a given Unit has exclusive rights to use all or some of these areas;

- (f) The Trustee(s) of the Village Homes Group of the Robbins Brook Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area and improvements relative to the Village Home Units, but at the expense only of the owners of Units in the Village Home Units, as a group. Each Unit owner in the Village Home Units shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of their Unit bears to the undivided interest in the Common Area of all Village Home Units, and all such expenses shall be assessed as Village Homes Group Common Expenses as provided for in section 5.4.9 of the Robbins

Brook Condominium Trust. Thus, the maintenance, repair, and replacement of all Limited Common Area improvements in and appurtenant to the Village Home Units shall be the financial responsibility of the Village Homes Group but not of the Independent Dwelling Group or the Assisted Living Group.

- (g) All Village Home Units are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Unit, are a part of the Unit which it serves.
- (h) Each Village Home Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Village Home, which exclusively serve that Village Home.
- (i) Each Village Home Unit shall have as appurtenant thereto the right and easement to use, in common with all the Village Home Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways or Common Land shown on the Plan herein referred to, or in or through EUA's.
- (j) Each Village Home Unit shall have as appurtenant thereto the non-exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as Village Homes Exclusive Use Areas" and are further described in paragraph 10 hereof.
- (k) Each Village Home Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with the other Village Homes in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

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6. Designation of Independent Dwellings and Their Boundaries: (a) The Declarant shall have the right and easement to construct Independent Dwellings and add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The Independent Dwellings will be in a single building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as "Independent Dwellings Group Limited Common Area and/or Exclusive Use Area.". The boundaries of each such Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (i) Floors: The upper surface of the subflooring;
- (ii) Ceilings: With respect to all Units except top-floor Units, the bottom-most surface of the floor beams and other structural members appurtenant to such floor beams of the floor above; With respect to top-floor Units,

the plane of the bottom-most surface of the roof joists and other structural members appurtenant to such roof joists;

- (iii) Exterior and Interior Walls: The plane of the surface of the wall studs facing the interior of the Unit, or at the option of the Declarant, an imaginary line running through the center of the demising wall;
- (iv) Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit are part of the Common Area. At the option of the Declarant, such pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit shall be limited common areas to be shared by the owners of Units within the building in which the same are located, and the Owners of the Units served by such pipes, wires or conduits shall share the costs of maintenance, repair and replacement of same; and
- (v) Doors and Windows: Included within a Unit are all windows (including all plate-glass windows) and all doors which open from the Unit expressly including interior and exterior doors (including the glass in all interior and exterior doors).

All Independent Dwellings are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Unit, are a part of the Unit which it serves.

Each Independent Dwelling includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Independent Dwelling, which exclusively serve the Independent Dwelling.

- (b) All Common Area located in the Independent Dwelling Building specifically including, but not limited to the footings, foundation, roof, and all parts of the structure, plantings, driveways, parking areas, decks, patios, stairs and landings, if any, walks (but not the perimeter sidewalks) shall be Limited Common Area allocated to all of the Units in the Independent Dwelling Building. Without limiting the generality of the previous sentence, Limited Common Area in the Independent Dwelling Building shall include but not be limited to all structural parts of the Independent Dwelling Building, including but not limited to footings and foundations, and all structural columns, lintels, girders, beams, joists and support. Limited Common Area shall also include installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without

such Unit, are a part of the Unit which it services and are not a part of the Limited Common Area; and

- (c) Notwithstanding anything to the contrary in this Master Deed or in Robbins Brook Condominium Trust or the By-Laws and rules and regulations thereto, the Trustee(s) who are owners of Units in the Independent Dwelling Building, or who are designees of owners in the Independent Dwelling Building, shall have the right and easement to allow owners and occupants of other Units, and members of the general public, to use any portion of the Limited Common Areas in or appurtenant to the Independent Dwelling Building.
- (d) The Trustee(s) of the Independent Dwellings Group of the Robbins Brook Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area in the Independent Dwelling Building, but at the expense only of the owners of Units in the Independent Dwelling Building. Each Unit owner in the Independent Dwelling Building shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of its Unit bears to the undivided interest in the Common Area of all Units in the Independent Dwelling Building, and all such expenses shall be assessed as Common Expenses. Thus, all maintenance, repair and replacement of all items in the Independent Dwelling Building shall be the financial responsibility of all of the owners of Units in that building, (but not the responsibility of any owners of Units in other buildings).

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7. The Assisted Living Unit and Its Boundaries: The Declarant shall have the right and easement to construct the Assisted Living Unit and add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (a) The Assisted Living Unit shall be a free-standing building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as a separate area bearing the designation "Assisted Living Unit Exclusive Use Area" as set forth in paragraph 10 hereof, upon which the Assisted Living Unit is situated. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
 - (i) Concrete Floors: The plane of the lower surface of the concrete basement floor slab.
 - (ii) Stone, Brick, and/or Concrete Walls: The plane of the exterior finished surface of the concrete walls and the exterior finished surface of any stone or brick walls.
 - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.

- (iv) Walls, Doors and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.
- (b) The Assisted Living Unit includes the roof, foundation, structural columns, girders, beams, supports, perimeter or exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks (but not the perimeter sidewalks) and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within the Assisted Living Unit or which are situated in, on or within the EUA set aside for the exclusive use of the Assisted Living Unit.
- (c) The Assisted Unit is heated by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Assisted Living Unit, are a part of the Assisted Living Unit.
- (d) The Assisted Living Unit includes the ownership of all utility installations (including but not limited to hot water heaters) contained therein or on the EUA set aside for the exclusive use of the Assisted Living Unit, which exclusively serve the Assisted Living Unit.
- (e) The Assisted Living Unit shall have as appurtenant thereto the right and easement to use, in common with other Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities, or other EUA's.
- (f) The Assisted Living Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Assisted Living Unit EUA" on the plan.
- (g) The Assisted Living Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with other Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.
- (h) The Assisted Living Unit includes all portions thereof, specifically including both structural and non-structural portions. No part of the Assisted Living Unit shall be a part of the Common Areas and Facilities.

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- (i) Notwithstanding anything to the contrary in this Master Deed or in Robbins Brook Condominium Trust or the By-Laws and rules and regulations thereto, the owner of the Assisted Living Unit shall have the right and easement to allow owners and occupants of other Units, and members of the general public to use any facilities located in or appurtenant to the Assisted Living Unit at any time and from time to time.

8. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land described in paragraph 3 hereof, including all improvements located thereon other than the Units, subject to easements and rights of certain Unit Owners to areas as set forth in paragraph 10 hereof. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

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- (a) In general any and all apparatus, equipment and installations existing for common use.
- (b) (i) The Sewer System, which is hereby defined as follows: a sewerage treatment plant and leaching areas to be constructed on a portion of the Condominium Land shown as "Common Land" on the Plan together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer service and all sewer and drainage pipes, septic tanks, and sewer disposal systems, plants, tanks, leaching fields and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities) the building and sewer treatment plant contained therein with all appurtenances thereof, including all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines, and other appurtenances relating thereto. The Sewer System shall serve the Condominium, including all land, buildings and Units and improvements added to the Condominium from time to time in the future. The Sewer System shall be a portion of the Common Areas and Facilities of the Condominium. The Condominium Trust shall have the right and easement to use, operate, maintain, repair and replace all portions of the Sewer System. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Sewer System, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units including but not limited to areas as defined in paragraph 10 hereto) in order to fulfill its responsibilities

with respect to the operation, use, maintenance, repair and replacement of the Sewer System.

- (ii) AAL shall construct the Sewer System. AAL's construction shall include all of the items defined as portions of the Sewer System in clause (i) of this paragraph 8(b). All such construction shall be at AAL's expense and upon AAL's initiative. The Sewer System shall have an initial capacity of at least 22,420 gallons per day. The Sewer System shall be built to specifications promulgated by the Massachusetts Department of Environmental Protection (the "DEP"), and construction of the Sewer System shall be satisfactory to the DEP.

- (iii) The "Turnover Event" is hereby defined as the earliest to occur of (i) the date on which the 31st Village Home is added to the Condominium by amendment of this Master Deed, or (ii) the expiration of the phasing rights as more particularly described in Paragraph 19 or earlier termination of such rights in writing by the Declarant. Until the Turnover Event, AAL shall operate the sewer system. After the Turnover Event, the Trustees of the Condominium Trust shall operate the sewer system.

- (iv) Sewer Costs being a portion of the common expenses as defined in Section 5.4.1 of the Condominium Trust shall be borne as follows:

The Village Homes Group, shall be responsible for the same proportion of Sewer Costs as the effluent produced by all Village Home Units, as a group, bears to the total effluent treated by the Sewer System.

The Independent Dwellings Group, shall be responsible for the same proportion of Sewer Costs as the effluent produced by all Independent Dwellings, as a group, bears to the total effluent treated by the Sewer System.

The Assisted Living Unit shall be responsible for the same proportion of Sewer Costs as the effluent produced by the Assisted Living Unit bears to the total effluent treated by the Sewer System.

- (v) Any rule or regulation adopted by the Condominium Trust which relates to the Sewer System shall require the prior written approval of the Division of Water Pollution Control of the DEP.

The use or maintenance of the Common Areas and Facilities including the Sewer System in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the DEP is hereby prohibited.

Unit Owners shall be responsible for insuring that the Trustees of the Condominium Trust comply with all applicable statutes, regulations or permit conditions relating to the Sewer System.

- (c) The lawns, plants, shrubbery, landscaping, driveways, emergency access road, roads and walkways on the Condominium Land (and perimeter sidewalks even if located within the Limited Common Area) and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (d) The parking spaces on the Condominium Land, excepting same that are contained or located within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (e) All recreational facilities on the premises of the Condominium not situated within an EUA and/or Limited Common Areas. All such construction shall be at AAL's expense and upon AAL's initiative.
- (f) All other elements and features of the Condominium Land, however designated or described, excepting only the Units and all other elements or property situated within an EUA and/or Limited Common Areas as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the Condominium Land and not referred to herein.
- (g) Ownership of the fee in all streets and ways shown on the Plan shall be part of the Common Areas and Facilities. The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder.
- (h) The Common Areas and Facilities shall be subject to the provisions of the by-laws of the Condominium Trust, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (i) With respect to parking spaces not located within an EUA and/or Limited Common Areas, the same shall be available for occasional use by all Owners of Units, their tenants and their guests, subject to and in accordance with the by-laws and rules and regulations of the Condominium Trust.
- (j) In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in the Act, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owners of all other Units and subject to like rights and easements appurtenant to such other Units; to use the common areas and facilities, including without limiting the

generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always, however to, (a) the exclusive rights and easements herein granted to particular Units in certain facilities; (b) the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by the Board of Trustees of the Condominium Trust.

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- (k) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
- (l) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, ~~plants and other landscaping comprised in the Common Areas and Facilities,~~ and not a part of an EUA and/or Limited Common Areas and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.
- (m) In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town, acting by its Highway Superintendent shall have the right to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.
- (n) The Declarant hereby reserves the right and easement to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.
- (o) Subject to the exclusive use provisions of paragraph 10 hereof, the restrictions set forth in paragraph 11 hereof, and the reserved rights and easements as set forth

herein, each Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other owners.

9. Percentage Ownership Interest in Common Areas and Facilities

The percentage ownership of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

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10. Exclusive Use Areas; Limited Common Areas

The following portions of the Common Areas and Facilities are hereby designated as Exclusive Use Areas (EUA's) and/or Limited Common Areas for the exclusive use of each Village Home, the Assisted Living Unit, and the Independent Dwelling Building as herein described

- (a) The Units in each Village Homes Building, and the Assisted Living Unit shall have the exclusive right and easement for the use of so much of the immediately surrounding Condominium Land being shown as Exclusive Use Area (EUA) and/or Limited Common Areas and designated as "Pulte Land" in the first instance and designated as "AAL Land" in the second instance, all as shown on the Master Plan or as added by Amendment and, in each instance, upon which such Unit is situated, except the perimeter sidewalks.
- (b) Each Village Home shall have the exclusive right and easement to use the parking areas serving the Village Home as well as the Unit decks, patios, stairs, walkways and landings which are attached to said Village Home. The Village Home s Group shall have the responsibility for upkeep and maintenance of such areas;
- (c) The Assisted Living Unit shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, lawns, plantings, shrubs, recreational facilities, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or upon said Unit's Exclusive Use Area and/or Limited Common Areas servicing said Unit, as well as the exterior of said Unit, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Unit, and (b) property belonging to the Owner of the Unit.

- (d) The Independent Dwellings Group shall, as a group, have the exclusive right and easement for the use of so much of the Condominium Land being shown as Orbit Land on the Plan referred to above or as added by Amendment and upon which such Units and parking are situated. The Independent Dwellings Group shall have the responsibility for upkeep and maintenance of the Independent Dwellings Group Exclusive Use Area and/or Limited Common Area. The EUA and/or Limited Common Area designated on the Plan as the "Orbit Land" shall be Limited Common Area appurtenant to all Independent Dwelling Units and the Independent Dwelling Units shall have the exclusive right and easement to use the driveway, parking areas and garages so designated on the Plan, except the perimeter sidewalks.

11. Purpose and Restrictions on Use

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The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Village Home and Independent Dwelling shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Acton Zoning By-Laws) and for no other use.
- (b) The Owner of any Village Home may at any time and from time to time add to or modify, remove or replace said Unit, provided however, that (i) no such addition, modification, removal, replacement or any other exterior work on any Unit shall be performed without the prior written approval in each instance of the Trustees as set forth in Section 5.9 of the Condominium Trust, and (ii) any and all work with respect to any addition, modification, removal, replacement, installation or other improvements, shall not constitute an adverse impact upon nor an increase in the real or calculated discharge into the Sewer System. Notwithstanding the foregoing, the Owner proposing to do any such work shall notify the Condominium Trustees and the DEP Division of Water Pollution Control, or any successors thereof, in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.
- (c) The Assisted Living Unit may be used for all purposes permitted by the Acton Zoning By-Law.
- (d) Pets shall be permitted in the Assisted Living unit subject to such restrictions as the owner of the Assisted Living Unit may promulgate.

The following subsections (e) through (r) shall apply to Units other than the Assisted Living Unit:

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- (e) Owners may lease, rent or license the use of their Unit, subject, however, to the conditions and obligations set forth in this Master Deed. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an owner with respect to his Unit shall by virtue of this sub-paragraph 11(e) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of
- (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person; and
 - (ii) any legal action, including court enforcement proceedings, taken by an Owner or the Condominium Trustees against such Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this sub-paragraph 11(e).
- (f) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- (g) No noxious or offensive activity shall be carried on or upon any Common Area, Limited Common Area, Exclusive Use Area or in any Unit.
- (h) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained within the Condominium or its Common Areas and Facilities, on any EUA or in any structure thereon, or in any Unit, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any owner of a Village Home or Independent Dwelling during such time as such Unit is occupied. After due notice and hearing the

Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.

- (i) No trailer, tent, shack or barn shall be erected at any time on an Exclusive Use Area or in the Common Areas.
- (j) In the event of destruction of a Village Home by fire or other casualty, the replacement Unit shall be at least equal in size to the original Village Home.
- (k) No garage (other than the Independent Living Units Garage and garages which are a part of Village Homes Units), porch, bay window, terrace, fence, garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA appurtenant to a Unit without the express written consent of the Trustees.
- (l) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit or EUA appurtenant to a Unit, except that "for sale" or "for rent" or "for lease" signs not more than two (2) square feet in area shall be permitted.
- (m) Garages attached to Village Homes ("Unit Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Unit Garage in which the same are used (except when actually being transported). Unit Garages shall not be used for human habitation, nor shall Unit Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle.
- (n) No above-ground or in-ground swimming pool shall be installed.
- (o) Except as may be provided by law, no so-called "satellite" dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.
- (p) Rebuilding, replacements, additions, alterations and improvements to Units and EUA's shall be subject to the provisions of Section 5.9 of the Condominium Trust. No Unit, building or structure of any description (including fences, walls and similar structures) shall be constructed, placed or maintained on any EUA or

Limited Common Area, nor shall the exterior of any Unit, building or structure be added to or altered, without the prior written approval of the Trustees of the Condominium Trust with respect to the exterior size, design, location on the EUA or Limited Common Area, building materials and color scheme of the proposed construction as set forth in Section 5.9 of the Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.

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- (q) No fence, wall or similar structure standing more than four (4) feet above the ground immediately beneath it shall be erected, place or maintained on a EUA or Limited Common Area appurtenant to a Unit forward of the front of any structure located on such Lot. No fence, wall or similar structure standing more than six (6) feet above the ground immediately beneath it shall be erected, place or maintain on any portion of an EUA appurtenant to a Unit. No chain link fence shall be erected, placed or maintained on any portion of an EUA.
- (r) Any permitted or approved exterior construction or work on a structure on an EUA appurtenant to a Unit shall be completed within eight (8) months of the commencement of such construction or work (including landscaping and any driveway work) and, if approved pursuant to subsection (p) hereof, shall be performed in conformity with the provisions of Section 5.9 of the Condominium Trust. No exterior, window, or "through the wall" air conditioner shall be placed or maintained in the front of any structure on an EUA appurtenant to a Unit.

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall 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. No Owner shall be liable for any breach of the provisions of this paragraph 11, except such as occur during his or her ownership of a Unit.

12. Rights Reserved to the Declarant for Sales and Future Development

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights as the Owner of such unsold Units, as any other Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit or holds the development rights to any unconstructed unit(s) to:
 - (i) Lease, rent and license the use of any unsold Unit or Development Rights;

- (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities, including but not limited to Limited Common Areas other than land in which structures have been erected, with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 19 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 19 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. Notwithstanding the foregoing, any person or entity exercising the right to perform work on land, which has been improved, shall promptly restore the disturbed area to its condition prior to the entry.
- (d) Notwithstanding any provision of this Master Deed to the contrary (including but not limited to Section 11), the Declarant shall have the right and easement to construct, modify, or demolish Units, and other structures and improvements

without the consent of any unit owner, mortgagee or the Trustees of the Condominium Trust.

13. Rights Reserved to the Condominium Trustees

Upon twenty-four hour advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Owner involved, or immediately and without notice in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit and EUA:

- (a) To inspect, maintain, repair or replace the General Common Areas and Facilities, Limited Common Area and Exclusive Use Areas contained therein or elsewhere.

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- (b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

14. The Unit Owners' Organization

The organization through which the unit owners will manage and regulate the Condominium established hereby is ROBBINS BROOK CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities and each of Village Homes Group, Assisted Living Group and Independent Dwelling Group shall be responsible for Limited Common Areas appurtenant to the units within that group. Each Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and in the Group of which his Unit is a part in proportion to the percentage of undivided ownership interest in that Group, all as shown on Schedule C attached hereto. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Acton Assisted Living, LLC
c/o Vazza Associates
400 Crown Colony Drive
6th Floor
Quincy, MA 02169

The Condominium Trustees have enacted the By-laws pursuant to and in accordance with the provisions of the Act. The Condominium Trust may not be terminated without the prior approval of the DEP, Division of Water Pollution Control, as provided in Article VII, Section 7.3 of said Trust.

15. Easement for Encroachment

If any portion of the Common Area and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the buildings; (b) alteration or repair to the Common Areas and Facilities or EUA's made by or with the consent of the Condominium Trustees; (c) as a result of repair or restoration of the building or any Unit, after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building involved stands.

16. Units Subject to Master Deed, Unit Deed and Condominium Trust

All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-laws, as they may be amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Condominium Trust, the By-Laws, the deed of the Unit and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

17. Amendments

Except as otherwise provided in paragraph 19 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing, signed by the owners at the time holding not less than seventy-five percent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners at the time holding at least seventy-five percent (75%) of said total voting power of the Owners, and duly recorded with the Middlesex South District Registry of Deeds, provided that:

- (a) The date on which any such instrument is first signed by Owners shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date.
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

- (c) Except as provided in paragraph 19 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which would alter the percentage interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all Owners whose percentage of the undivided interest is affected.
- (d) 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 the Act shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved easements and rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 19 or elsewhere in this Master Deed or the Declarant's reserved easement and rights to construct, erect or install common use facilities shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's easements, and rights set forth in this Master Deed, including but not limited to the Declarant's easements, rights and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 19 hereof to include additional phase(s), shall be of any force of effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to third party purchasers of all of the Declarant's interest in the Condominium and the Land (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in this Declaration).
- (g) No instrument of amendment which purposes to amend or otherwise affect paragraphs (c) through (f) of this paragraph 17 or paragraph 19 shall be of any force and effect unless signed by the Declarant, as long as the Declarant owns any interest in the Condominium or the Land.
- (h) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 17 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.
- (i) No amendment of the Master Deed or the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to

the Sewer System or any provision therein which require the prior written approval of the Division of Water Pollution Control of the DEP or its successors.

- (j) Notwithstanding any other provision of this Article 17, an Owner, subject always to the provisions of Article 11(b), may add to, modify, remove or replace the Owner's Unit and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owner's sole cost and expense and shall always be done upon the occasion of any such work if and to the extent required by law.

18. Termination and Removal from Condominium Law

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- (a) Until such time as the Declarant has no remaining beneficial interest hereunder, Owners holding one hundred percent (100%) of the total voting power of the Owners and the Commonwealth of Massachusetts Department of Environmental Protection or successor agency responsible for granting wastewater treatment facility permits as provided in subparagraph (b) hereof shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest thereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units and the Commonwealth of Massachusetts DEP or successor agency responsible for granting wastewater treatment facility permits as provided in subparagraph (b) hereof, shall also be required for such removal, all as provided for in Section 19 of the Act.
- (b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:
 - (i) the DEP Division of Water Pollution Control, has been notified of the termination and has assented to it by written approval;
 - (ii) written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Units;
 - (iii) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies; and

- (iv) in the event that the Sewer System is still servicing the Units of the Condominium, a substitute form of the owner's association in a form satisfactory to the DEP is established and existing to assume the maintenance and management of the Common Land upon which the Sewer System is located and all improvements thereto.

If the above prerequisites for termination of the Trust are satisfied, on the date set for such termination, the Trustees shall by deed(s) duly executed by a majority of their number convey the Sewer System to the said substituted form of owner's association, the terms of which must be approved in writing by the Planning Board and the DEP Division of Water Pollution Control, prior to the termination of the Trust. Terminations pursuant to this Article shall become effective upon the recording with the registry of deeds of the aforementioned instrument signed by the requisite number of Owners authorizing termination, the consents of the lien holders, the DEP Division of Water Pollution Control, and appropriate Trustee deed(s).

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

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings, and Units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, any other land, not now shown on the Plan or now owned by the Declarant. The Declarant shall have the right to assign this right and easement to add additional land to the Condominium and the assignee shall have all of the rights reserved to the Declarant hereunder to add such land and to amend the Master Deed as herein provided.
- (b) The Declarant shall also have the right and easement to construct, erect and install on the Condominium Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
 - (i) Additional building(s), and Units;
 - (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;

- (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 12(c) hereof.

Ownership of each building, together with the Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in AAL, Pulte or Orbit, as set forth in subparagraph 1C hereof, who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

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

The following sub-paragraphs (a) through (f) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 19:

- (a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
 - (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 19 reach the maximum limit allowed by law; or
 - (ii) Pulte, Orbit and AAL shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing their reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.

- (b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Condominium Land pursuant to the rights reserved to the Declarant under this paragraph 19.
- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings and Units together with their respective EUA's and Limited Common Area, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire
- (d) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases, however the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.
- (e) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 5, 6 and 7 hereof.
- (f) Right to Designate EUA's as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Limited Common Area or EUA's shall specify the Limited Common Area or EUA's appurtenant to the Units in such phase(s) if such Limited Common Area or EUA's are different from those described in paragraph 10 hereof.

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

- (a) An amended Exhibit A describing the land being added to the Condominium, if applicable.
- (b) An amended Exhibit B describing the building(s) and Units being added to the Condominium.
- (c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraphs 5, 6 and 7 the definition of the Common Areas and Facilities contained in paragraph 8 hereof shall be modified, as necessary, with respect to such Unit(s).
- (d) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in paragraphs 5, 6 and 7 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (e) If the EUA's designated as appurtenant to the Unit(s), being added to the Condominium, vary from those described in paragraph 10 hereof, a description of such variations so as to identify the new or modified EUA's appurtenant to the new Unit(s). Such description of the new or modified EUA appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Owner of the Unit to which they are appurtenant.
- (f) A revised site plan of the Condominium showing the new land, if applicable, the new Building(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Section 19 shall require the consent, (except as in this paragraph 19

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already granted) or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Unit) any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signature which shall be required on any such amendment is that of AAL or Pulte or Orbit, as set forth in subparagraph 1C. All Owners, persons claiming by, through or under Owners, including mortgagees and trustees of the Condominium Trust shall be deemed to have consented to any such amendment. Any such amendment, when so executed by AAL or Pulte or Orbit and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this paragraph 19 and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 19.

In the event that notwithstanding the provisions of this paragraph 19 to the contrary, it shall ever be determined that the signature of any Owner, other than Pulte, Orbit or AAL, is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the

condominium, then Pulte, Orbit or AAL shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each ~~such Owner and each Owner~~, (whether his deed be from the Declarant as grantor or from any other party) and each unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

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

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

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

In the event that an amendment is of additional land containing common areas and facilities, the additional Common Fees and Expenses shall be borne by the Condominium provided that in no event shall the additional Common Fees and Expenses cause an increase to the Common Fees and Expenses paid by existing/original unit owners. Therefore, if the additional Common Fees and Expenses are not equal to or less than the contributions that will be made by new unit owners, if any, the excess

Common Fees and Expenses shall be the responsibility of the new or expanded unit owners group or holder of development rights. To the extent that an amendment is of additional land containing limited common areas and EUAs, additional Common Fees and Expenses shall be borne only by the unit owners group or holder of development rights, as the case may be, of such limited common areas and EUAs. The Declarant intends that additional phases expanding the original number of units or adding additional land shall be designated as a unit owners group in a manner comparable to the Village Homes Group and Independent Dwellings Group created herein. In addition, if changes are made to the initial common areas and facilities of the Condominium unilaterally by a single holder of development rights hereunder, any additional Common Fees and Expenses arising therefrom shall be borne only by the Unit Owners Group associated with the holder of development rights making the change.

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20. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he shall determine to be appropriate or desirable, one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment system, parking lots, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. The Declarant may tie into or expand any existing common use facilities in connection with the exercise of its rights under Section 19 and Section 12 (c) herein. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 20, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

21. Definition of "Declarant".

- (a) For purposes of this Master Deed the Condominium Trust and the By-laws, "Declarant" shall have the same meaning as set forth in Section 1A hereof.
- (b) All amendments of this Master Deed executed pursuant to the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 19 hereof shall be fully valid if executed by the Declarant or assignee of Declarant's Phasing Rights under recorded instrument, as set forth in Section 1C hereof and the signature of any party other than the party holding the Development Rights

being exercised by any such Phasing Amendment shall not be required on any such Phasing Amendment of this Master Deed.

22. Provisions for the Protection of Mortgagees.

Except as to allow the phasing of the condominium as provided for in paragraph 19 and notwithstanding anything in this Master Deed or in the Condominium Trust and By-Law to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

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- (a) In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub-paragraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as many otherwise be set forth in the Act.
- (d) Except as provided by the Act (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

- (i) By any act or omission, seek to abandon or terminate the Condominium; or
 - (ii) Except as to allow the phasing of the condominium as provided for in paragraph 19 and change the pro-rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or, determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) Partition or subdivide any Unit; or
 - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; 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; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 19 hereof; or
 - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.
- (e) Consistent with the provisions of the Act, 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 Condominium Trust give an 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 owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

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- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of easements or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 19.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and

Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

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- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 19 hereof:
 - (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of the owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of

the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:

Voting;

Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any Unit;

The interests in the Common Areas and Facilities; convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of Unit estates;

Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her Unit;

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 which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any 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 section, when recorded at the Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions or precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 22 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 22 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds in accordance with the requirements of paragraph 17 hereof.

In the event of any conflict between the provisions of paragraph 19 and the provisions of this paragraph 22, the provisions of paragraph 19 shall prevail.

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23. Sale or Lease of Units.

- (a) Appurtenant Interests. No Owner shall execute any deed, 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, 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, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Units to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.
- (b) Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

24. Severability.

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not 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.

25. 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.

26. 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.

27. Governing Law.

This Master Deed, the Condominium Trust and By-Laws and the condominium created and regulated thereby, shall be governed in all respects by the Act as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for the Act shall apply to this Master Deed, the Condominium Trust and By-laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or
- (b) To the extent permitted by applicable law, the Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Middlesex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 24(b) to the contrary, the owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium, including all its possible future phase(s).

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as an instrument under seal this 23rd day of January, 2002.

Acton Assisted Living, LLC
By: Eastern Road, LLC, Its Manager

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

By: 
Name: Stephen F. Vazza
Title: Its Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

On this 23rd day of January, 2002, before me personally appeared the above-named Stephen F. Vazza, Manager of Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC as aforesaid, and acknowledged the foregoing to be his free act and deed and that of said and limited liability company

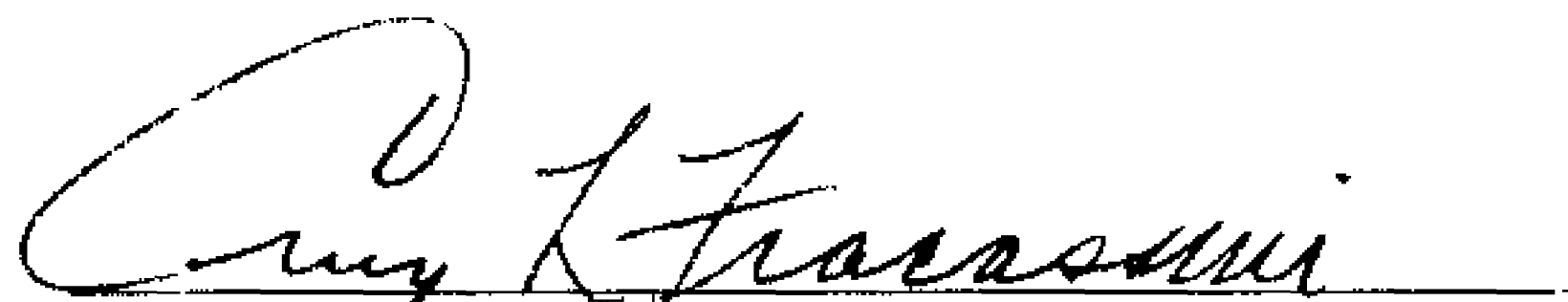

Notary Public
My Commission Expires: 12-2-2005

EXHIBIT A
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
“LAND”

Those three certain parcels of land situated in that part of Acton called North Acton, County of Middlesex and State of Massachusetts being more particularly described as follows:

Order: XLXD87LB5
Address: 11 Hartland Way
City: Acton, MA 01705
Date: 11-07-2021
Document not for resale
Parcel 1: That certain parcel of land situated on the westerly side of Main Street and being shown as Lot 1A on a plan of land entitled “Plan of Land in Acton, Massachusetts”, Owned By: The Wickes Corp., dated Jan. 3, 1977, Scale 1”=60’, Drawn by R.D. Nelson, Civil Engineers, and being recorded with the Middlesex South District Registry of Deeds as Plan Number 254 and 1977 in Book 13163, Page END.

Parcel 2: That certain parcel of land situated northwesterly of Eastern Road and being situated southerly of Parcel 1 herein described and westerly of Parcel 3 herein described and being shown as Parcel B on a plan of land entitled “Plan of Land in Acton, Mass.”, Owners: Paul & Isabell Lumsden and Deck House Inc., dated March 14, 1979, Scale 1”=40’, Drawn by R.D. Nelson, Civil Engineers and being recorded with the Middlesex South District Registry of Deeds as Plan Number 410 of 1979 at Book 13690, Page 92.

Parcel 3: That certain parcel of land situated on Eastern Road and being shown as Lot 3A on a plan of land entitled “Plan of Land in Acton, Mass.”, Owners: Paul & Isabell Lumsden and Deck House Inc., dated March 14, 1979, Scale 1”=40’, Drawn by R.D. Nelson, Civil Engineers and being recorded with the Middlesex South District Registry of Deeds as Plan Number 410 of 1979 at Book 13690, Page 92.

Being the same premises described in two deeds to Declarant recorded with the Middlesex South District Registry of Deeds at Book 30341, Page 2 and Book 30341, Page 10.

The foregoing premises are also shown on a plan recorded herewith and entitled “Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants.

The premises are subject to and have the benefit of the following matters:

- a. Order of taking by the Middlesex County Commissioners, dated 1/29/16 for the relocation of Lowell Road (now Main Street) recorded with said Deeds in Book 4029, Page 291 and shown on plan filed as Plan Number 578.

- b. Easement Lease to New England Telephone and Telegraph Company and Boston Edison Company dated 11/1/1944 and recorded at Book 6833, Page 550 and as shown on plan filed therewith.
- c. Order of taking by the Middlesex County Commissioners, dated 7/24/69 for the relocation of Lowell Road (now Main Street) recorded with said Deeds in Book 11715, Page 143 and shown on plan filed therewith.
- d. Variance, Notice of which is dated 8/24/1974 and recorded at Book 12697, Page 54.
- e. Rights of way, easements, notes, approvals, restrictions and other matters shown on plans depicting the foregoing premises and recorded at Book 12204, Page 655; Book 13163, Page END; Book 13690, Page 92, and Plan Number 1174 of 2000.
- f. Title to and rights of others in and to so much of the premises as lies within the bounds of Eastern Road and Main Street.
- g. Special Use Permit by Acton Board of Selectmen dated 3/16/1999 and recorded at Book 30341, Page 12 as affected by Amended of Decision by the Acton Board of Selectmen dated 9/26/00 and recorded at Book 32632, Page 516.
- h. Order of Conditions recorded at Book 30341, Page 18.
- i. Order of Conditions recorded at Book 31942, Page 412.
- j. Declaration of Covenants, Conditions and Restrictions by Acton Assisted Living, LLC et al recorded at Book 31942, Page 418.

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on a plan recorded herewith and entitled “As-Built Site Plan, Bldg 1- Phase 1 – Units 1-4, Robbins Brook Condominium in Acton, MA”, prepared for Pulte Home Corp. of N.E. by Marchionda & Associates, L.P., dated 10/12/01, Scale 1”=40’, and each unit contains a garage and two floors of living area.

EXHIBIT C

TO THE MASTER DEED

OF

ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”

Phase I

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	25 %	25%
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	25 %	25 %
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	25%	25%
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L G, 2B, PR	25 %	25 %
TOTALS				100 %	100%

- NOTES:
1. L = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite; L = Loft, G = Garage; A = Attic; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
 2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
 3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.
 4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Order: XLXD87LE
Address: 12 Hartl
Order Date: 01-07-2018
Document not for legal use
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Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWise DocId:34644444

Column 1 headed “Units” describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed “Number of Units” sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed “Undivided Percentage Interests in the Common Areas and Facilities” sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed “Total Undivided Percentage Interests of the Group” sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed “Undivided Percentage Interest of a unit in the Group” sets forth the undivided percentage interest of each unit’s portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

EXHIBIT D

(Description of Orbit Land)

The areas designated as “Orbit Land” as shown on Plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the Orbit Land mentioned above.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

EXHIBIT E

(Description of Pulte Land)

The areas designated as “Pulte Land” as shown on Plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the Pulte Land mentioned above.

Order XLX000253
Order 11/19/2025 11/19/2025
Document not for resale
HomeWiseDocs

EXHIBIT F

(Description of AAL Land)

The areas designated as “A.A.L. Land” as shown on Plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA” prepared for Pulte Home Corp. of N.E., dated 10/26/01, revised through 12/19/01, Scale 1”=40’, drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants, which plan is recorded herewith in the Middlesex South District Registry of Deeds (the "Registry"), the property depicted on the plan being located off of Main Street, Acton, Middlesex County, Massachusetts, together with the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the Plan for access to and egress from the A.A.L. Land mentioned above.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

FIRST AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM
(Adding Phase 2)

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds herewith and prior hereto as instrument number 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds herewith and prior hereto as instrument number 551, establishing ROBBINS BROOK CONDOMINIUM; and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded herewith and prior hereto as instrument number 551; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

Units 5 and 6
both located in Building 2
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 2 are shown on Plan of Land entitled "AS-BUILT SITE PLAN, BLDG 2 – PHASE 2- UNITS 5-6, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corporation of New England", dated January 17, 2002 which plan is filed and recorded with said Registry of Deeds herewith, and which shows the new building and units being added to the Condominium; and

Property Address: Main Street, Acton
SEE PLAN IN RECORD BOOK 34644 PAGE 175

53.00

557

199 01/24/02 10:29:29

Address: 12 Harding Way
Order Date: 01-07-2002
HomeWiseDocs

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

Order: XLX-11-05
Address: 12 Middlebury Way
Order Date: 04-07-2021
HomeWiseDocs
The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, filed with the Land Court Department at the Middlesex South District County Registry of Deeds ("Deeds") as Document Number 1195307, on this 23rd day of January, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND

By: 
Its: Attorney-in-Fact

1195307

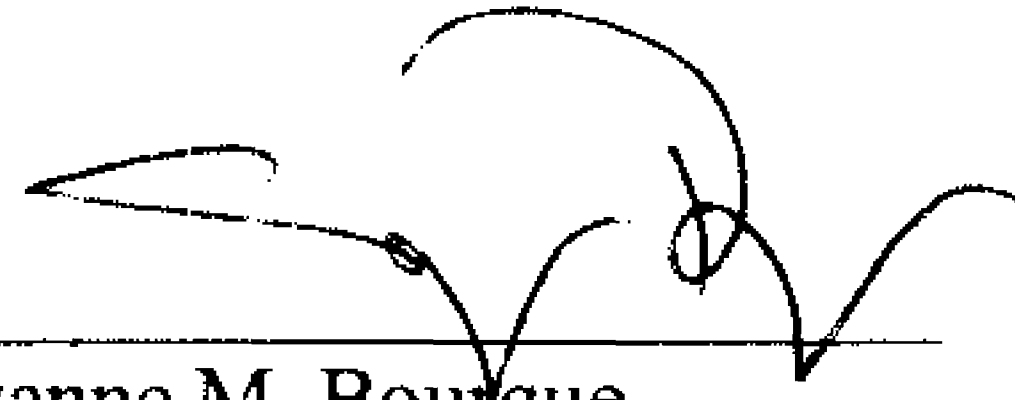
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

January 23, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of Massachusetts, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, before me,

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Order: XLXD87LB5
Order Date: 01-07-2021
Document not for resale
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Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C

TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”
Phase 2

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	16.67 %	16.67 %
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	16.67 %	16.67 %
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	16.67 %	16.67 %
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	16.67 %	16.67 %
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	16.67 %	16.67 %
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	16.67 %	16.67 %
TOTALS				100 % (rounded)	100% (rounded)

- NOTES:
1. L = Living Room; GR = Great Room; D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room; BR = Bedroom; F = Family Room; MS = Master Suite; L = Loft; G = Garage; A = Attic; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
 2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
 3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.
 4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Column 1 headed “Units” describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed “Number of Units” sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed “Undivided Percentage Interests in the Common Areas and Facilities” sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed “Total Undivided Percentage Interests of the Group” sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed “Undivided Percentage Interest of a unit in the Group” sets forth the undivided percentage interest of each unit’s portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

AFFIDAVIT REGARDING POWER OF ATTORNEY

I, James R. McCabe of Southborough, Worcester County, Massachusetts, do, under oath, depose and say that I am the attorney in fact named in a certain Power of Attorney dated October 10, 2001 and Corporate Resolutions dated July 19, 2001 and filed with Middlesex South District Registry of Deeds as Document Number 1195307 executed by my principal, Pulte Home Corporation of New England, with a place of business in Southborough, Worcester County, Massachusetts, and that at the time of the execution, pursuant to said Power of Attorney, of the First Amendment to Master Deed of Robbins Brook Condominium, I did not have actual knowledge of any revocation or any termination of said Power of Attorney.

Signed under the penalties of perjury this 23rd day of January, 2002.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs



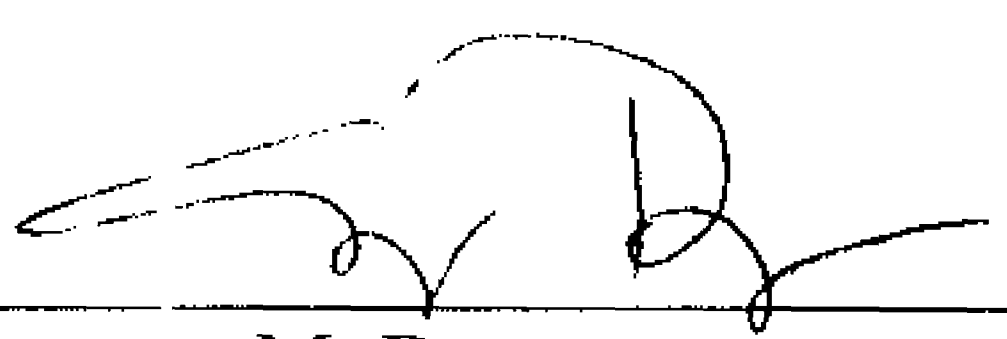
James R. McCabe

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

January 23, 2002

Then personally appeared the above named James R. McCabe, and acknowledged the foregoing to be his free act and deed, before me,



Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2011 5:49:48 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
559	AMENDMENT		34644/188	01/24/2002	
Property-Street Address and/or Description					
34644-63 SEE RECORD PL 34644-185					
Grantors					
PULTE HOME CORPORATION OF NEW ENGLAND, ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
34644/63 MD 2002					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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SECOND AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM
(Adding Phase 3)

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds herewith and prior hereto as instrument number 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds herewith and prior hereto as instrument number 551, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded herewith and prior hereto as instrument number 557, and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded herewith and prior hereto as instrument number 555; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

Units 17, 18 and 19
all located in Building 6
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 3 are shown on Plan of Land entitled "AS-BUILT SITE PLAN, BLDG 6 – PHASE 3- UNITS 17, 18 + 19, ROBBINS BROOK CONDOMINIUM in

Copy Address - Main Street Acton
SEE PLAN IN RECORD BOOK 34644 PAGE 185
559 54.20
10/24/02 10:25:01
Address: 12 Highland Way
Order Date: 10/27/2001
HomeWiseDocs

Acton, MA Prepared for Pulte Home Corporation of New England", dated December 17, 2001 which plan is filed and recorded with said Registry of Deeds herewith, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

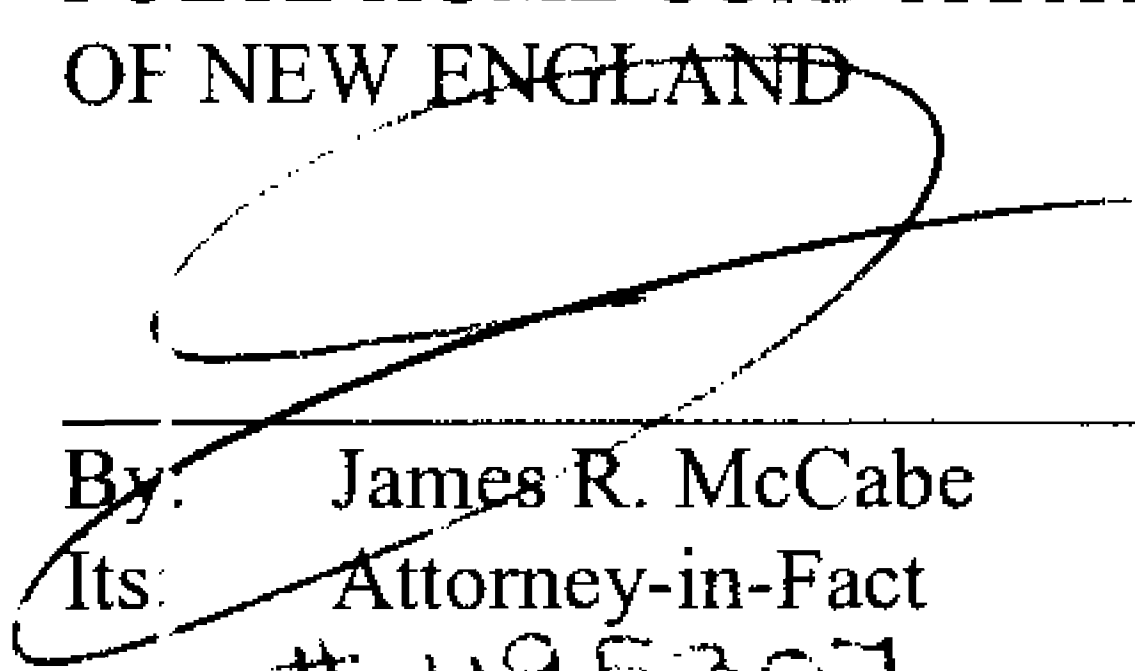
The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, filed with the Land Court Department at the Middlesex South District County Registry of Deeds ("Deeds") as Document Number 1195307, on this 23rd day of January, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND

By:  James R. McCabe
Its: Attorney-in-Fact
1195307


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

January 23, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of Massachusetts, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, before me,

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

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Order Date: 01-07-2021
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Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”
Phase 3

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	11.11 %	11.11 %
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	11.11 %	11.11 %
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	11.11 %	11.11 %
19	Village Home Building 6	2,525 2.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR, A	11.11 %	11.11 %
TOTALS				100 % (rounded)	100% (rounded)

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NOTES:

1. L = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

BK34644 PG 194

Schedule C to the Master Deed

ROBBINS BROOK CONDOMINIUM

Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Column 1 headed “Units” describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed “Number of Units” sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed “Undivided Percentage Interests in the Common Areas and Facilities” sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed “Total Undivided Percentage Interests of the Group” sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed “Undivided Percentage Interest of a unit in the Group” sets forth the undivided percentage interest of each unit’s portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

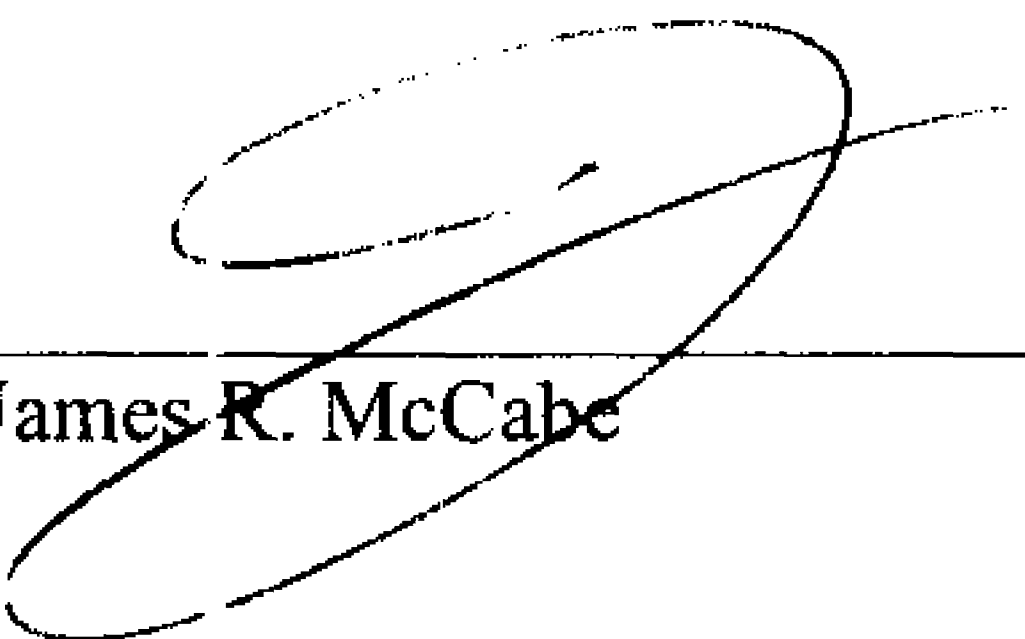
Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

AFFIDAVIT REGARDING POWER OF ATTORNEY

I, James R. McCabe of Southborough, Worcester County, Massachusetts, do, under oath, depose and say that I am the attorney in fact named in a certain Power of Attorney dated October 10, 2001 and Corporate Resolutions dated July 19, 2001 and filed with Middlesex South District Registry of Deeds as Document Number 1195307 executed by my principal, Pulte Home Corporation of New England, with a place of business in Southborough, Worcester County, Massachusetts, and that at the time of the execution, pursuant to said Power of Attorney, of the Second Amendment to Master Deed of Robbins Brook Condominium, I did not have actual knowledge of any revocation or any termination of said Power of Attorney.

Signed under the penalties of perjury this 23rd day of January, 2002.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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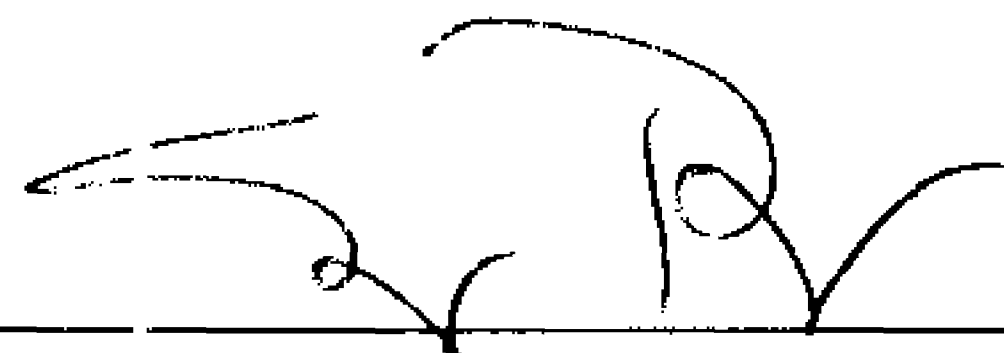

James R. McCabe

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

January 23, 2002

Then personally appeared the above named James R. McCabe, and acknowledged the foregoing to be his free act and deed, before me,


Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2011 5:48:17 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
880	AMENDMENT		35258/217	04/11/2002	
Property-Street Address and/or Description					
34644-63					
Grantors					
PULTE HOME CORPORATION OF NEW ENGLAND, ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
34644/63 MD 2002					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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THIRD AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM
(Adding Phase 4)

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds on January 24, 2002, as Instrument No. 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds on January 24, 2002 as Instrument No. 551, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 557; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 559; and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds on January 24, 2002, as Instrument No. 555; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

Units 7, 8, 9, & 10
all located in Building 3
each of which contain 2 stories and a basement and garage

551 1/24/02

Robbins Brook Condominium, Acton

Order: XLXD87LB5
Assigned: 01/01/2021
Document not for resale
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Said Units comprising Phase 4 are shown on Plan of Land entitled "AS-BUILT SITE PLAN, BLDG 3 – PHASE 4- UNITS 7 - 10, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated April 2, 2002 which plan is filed and recorded with said Registry of Deeds herewith, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, and recorded with the Middlesex South Registry of Deeds on January 11, 2002, as Instrument No. 957, on this 1st day of April, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND

By: 
As: Attorney-in-Fact

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

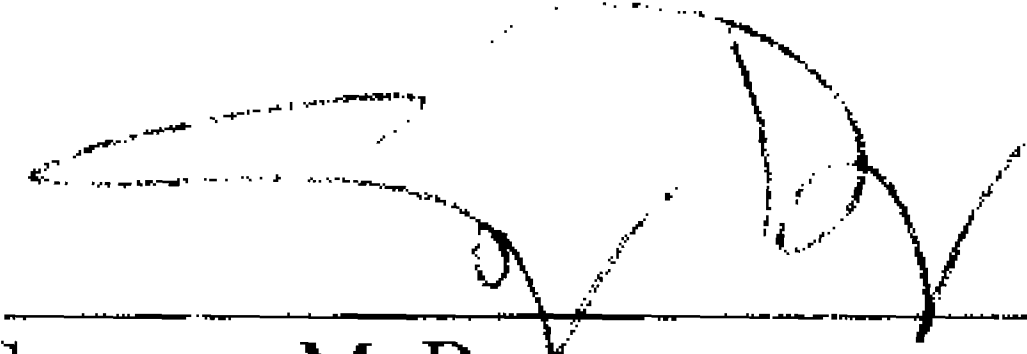
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

April 1, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of Massachusetts, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, before me,

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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HomeWiseDocs



Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”

Phase 4

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	7.6923	7.6923
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	7.6923	7.6923
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	7.6923	7.6923
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	7.6923	7.6923
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	7.6923	7.6923
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	7.6923	7.6923
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	7.6923	7.6923

BK35258PG221

Order: 111D87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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BK 35258 PG 223

Schedule C to the Master Deed

ROBBINS BROOK CONDOMINIUM

Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Column 1 headed “Units” describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed “Number of Units” sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed “Undivided Percentage Interests in the Common Areas and Facilities” sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed “Total Undivided Percentage Interests of the Group” sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed “Undivided Percentage Interest of a unit in the Group” sets forth the undivided percentage interest of each unit’s portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2011 5:48:17 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
567	AMENDMENT		35621/245	06/05/2002	
Property-Street Address and/or Description					
OFF MAIN UNITS 15 & 16 BLG 5 PL					
Grantors					
PULTE HOME CORPORATION OF NEW ENGLAND, ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
34644/63 MD 2002					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds on January 24, 2002, as Instrument No. 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds on January 24, 2002 as Instrument No. 551, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 557; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 559; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880, and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds on January 24, 2002, as Instrument No. 555; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

543
25/21 DARE 242

4551 of 1124602

Units 15 & 16
all located in Building 5
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 5 are shown on Plan of Land entitled "AS-BUILT SITE PLAN, BUILDING 5 – PHASE 5- UNITS 15 + 16, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated May 7, 2002 which plan is filed and recorded with said Registry of Deeds herewith as Plan No. 543 of 2002, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, and recorded with the Middlesex South Registry of Deeds on January 11, 2002, as Instrument No. 957, on this 13th day of May, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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By: James R. McCabe
As: Attorney-in-Fact

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

May 13, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of Massachusetts, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, before me,



Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 5 in Phase 5 of the Robbins Brook Condominium, containing Units 15 and 16, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

**Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)**

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Doc No: 123456789
Hartland, VT 05849

Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted	1	42.84%	42.84%	100%

17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
19	Village Home Building 6	2,525 2.f.	GR, MS, D, K w/nook, BR, L, G, P2B, PR, A	6.67	6.67
TOTALS				100 % (rounded)	100% (rounded)

NOTES:

LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.

Each Unit has immediate access to common areas through its front, rear, and/or side doors.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

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Order #: 01-07-2024
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EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

Order: LXD87LB5
 Address: 12 Hartland Way
 Order Date: 01-07-2021
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 HomeBaseDocs

“DESCRIPTION OF UNITS”

Phase 5

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	6.67	6.67
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	6.67	6.67
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	6.67	6.67
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	6.67	6.67
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	6.67	6.67
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	6.67	6.67
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	6.67	6.67
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	6.67	6.67
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook 3 B, L, BR, G	6.67	6.67

Living Unit				
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

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Address: 12 Hartland Way
Order Date: 01-07-2021
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Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

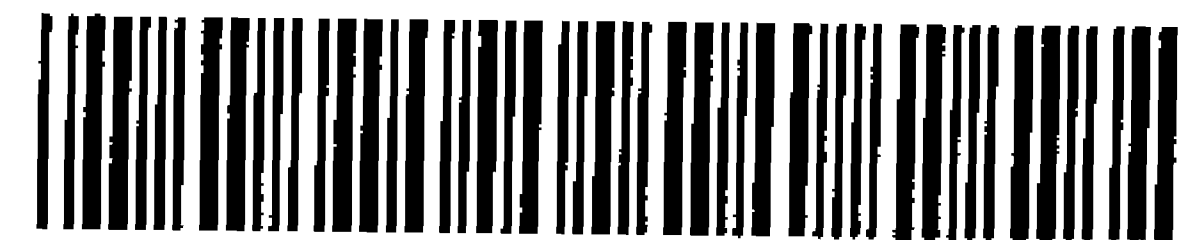
Current datetime: 11/10/2011 6:05:38 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
600	AMENDMENT		35935/322	07/22/2002	
Property-Street Address and/or Description					
Grantors					
PULTE HOME CORPORATION OF NEW ENGLAND &AL, ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
34644/63 MD 2002					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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FIFTH AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM

(Adding Phase 6)



Bk: 35935 Pg: 322

Recorded: 07/22/2002

Document: 00000600 Page: 1 of 8

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds on January 24, 2002, as Instrument No. 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds on January 24, 2002 as Instrument No. 551, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 557; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 559; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880, and; Fourth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 5 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on June 5, 2002, as Instrument No. 567, and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds on January 24, 2002, as Instrument No. 555; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and

Robbins Brook Condominium, Acton
602
MSD 07/22/02 11:14:55
PLAN NUMBER: 00000766

Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

Units 11, 12, 13 & 14
all located in Building 4
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 6 are shown on Plan of Land entitled "CONDOMINIUM AS-BUILT SITE PLAN, BUILDING 4 – PHASE 6- UNITS 11-14, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated May 13, 2002 which plan is filed and recorded with said Registry of Deeds herewith as Plan No. 766 of 2002, and which shows the new building and units being added to the Condominium; and

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document no: 149561
HomeWise

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, and recorded with the Middlesex South Registry of Deeds on January 11, 2002, as Instrument No. 957, on this 13th day of May, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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By: James R. McCabe
Its: Attorney-in-Fact

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

May 13, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of Massachusetts, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, before me,



Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

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Order Date: 01-07-2021
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Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 5 in Phase 5 of the Robbins Brook Condominium, containing Units 15 and 16, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 4 in Phase 6 of the Robbins Brook Condominium, containing Units 11-14, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

Order: KD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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HomeDocs

"DESCRIPTION OF UNITS"

Phase 6

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	5.26	5.26
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	5.26	5.26
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	5.26	5.26
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	5.26	5.26
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	5.26	5.26
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	5.26	5.26
11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	5.26	5.26
12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	5.26	5.26

13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	5.26	5.26
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3 B, BR, L	5.26	5.26
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	5.26	5.26
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook 3 B, L, BR, G	5.26	5.26
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	5.26	5.26
19	Village Home Building 6	2,525 2.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	5.26	5.26
TOTALS				100 % (rounded)	100% (rounded)

TES:

LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.

Each Unit has immediate access to common areas through its front, rear, and/or side doors.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Schedule C to the Master Deed

ROBBINS BROOK CONDOMINIUM

Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted	1	17.910%	17.910%	1000%

Living Unit				
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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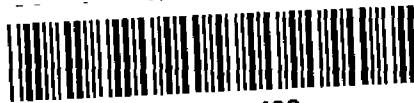
Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 6/15/2015 2:07:53 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1226	DEED		35980/420	07/26/2002	416973.00
Property-Street Address and/or Description					
20 HARTLAND WAY UNIT 14					
Grantors					
PULTE HOME CORPORATION OF NEW ENGLAND					
Grantees					
KLEIN ALISON B					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

RETURN:



Bk: 35980 Pg: 420

Recorded: 07/26/2002

Document: 00001226 Page: 1 of 5

(Space above this line reserved for Registry of Deeds use.)

CONDOMINIUM UNIT DEED

Pulte Home Corporation of New England, a Michigan corporation registered to do business in the Commonwealth of Massachusetts, with an address of 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, for consideration paid and in full consideration of Four Hundred Sixteen Thousand Nine Hundred Seventy-three and 00/100 (\$416,973.00) Dollars

grants to Alison B. Klein

of 20 Hartland Way, Acton, Massachusetts

with QUITCLAIM COVENANTS

Unit 14 of the Robbins Brook Condominium, having an address of 20 Hartland Way, Acton, Middlesex County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, chapter 183A, by Master Deed dated January 23, 2002 (the "Master Deed") and recorded with the Middlesex South District Registry of Deeds ("Deeds") on January 24, 2002 as instrument number 551; as affected by First Amendment to Master Deed of Robbins Brook Condominium (Adding Phase 2), dated January 23, 2002, and recorded with said Deeds on January 24, 2002, as Instrument No. 557; as affected by Second Amendment to Master Deed of Robbins Brook Condominium (Adding Phase 3), dated January 23, 2002, and recorded with said Deeds on January 24, 2002, as Instrument No. 559; and Third Amendment to Master Deed of Robbins Brook Condominium (Adding Phase 4), dated April 1, 2002, and recorded with said Deeds on April 11, 2002, as Instrument No. 880; and Fourth Amendment to Master Deed of Robbins Brook Condominium (Adding Phase 5), dated May 13, 2002, and recorded with said Deeds on June 6, 2002, as Instrument No. 567; and Fifth Amendment to Master Deed of Robbins Brook Condominium (Adding Phase 6), dated May 13, 2002, and recorded with said Deeds on July 22, 2002, as Instrument No. 600. Said unit contains the number of square feet, more or less, and is laid out as shown on a portion of a plan filed herewith, to which is affixed a verified statement in the form provided for in Massachusetts General Laws chapter 183A, section 9, certifying that the plan fully and accurately depicts the layout of the unit, its location, dimensions, approximate area, main entrance, and immediate common area to which it has access, and which plan is a copy of a portion of the plans recorded with said Fifth Amendment to Master Deed as Plan No. 766 of 2002.

Order: XLXD87LB5

Address: 12 Hartland Way

Order Date: 01-07-2021

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F:\New-Docs\PULTE-RE\Robbins Brook\02-077 Sale Unit 14 (Klein)\Closing Package Unit14RB.doc

MASS. EXCISE TAX: 1901.52 ***

NSD 07/26/02 02:35:20 1226 46.00

20 Hartland Way, Acton

25
P. Kelly

Said dwelling is hereby conveyed together with:

1. An undivided 5.26 percentage interest in the common areas and common elements of the condominium and an undivided 5.26 percentage interest in the Village Homes Group, as each may be amended pursuant to the provisions of the Master Deed;
2. The right to use the streets and ways as shown on the Condominium Site Plan recorded herewith for all purposes for which streets and ways are commonly used in the Town of Acton in common with all others entitled thereto, as well as the right to tie into and use all utilities constructed or to be constructed on the condominium site;
3. All other rights, easements, agreements, interests and provisions contained in the Master Deed and the Declaration of Trust and the Rules and Regulations adopted pursuant thereto (the "Rules and Regulations"), as any of the same may be amended from time to time pursuant to the provisions thereof;
4. Said dwelling is conveyed subject to and with the benefit of:
 - a. The provisions of chapter 183A as the same may be amended from time to time;
 - b. The provisions of the Master Deed, including, without limitation, the title matters set forth in Exhibit "A" to the Master Deed and the grantor's right and other holders of Development Rights to add additional land and/or phases to the condominium as set forth in the Master Deed, the Declaration of Trust and the Rules and Regulations in each case as the same may be amended from time to time pursuant to the provisions thereof;
 - c. Declarant's and other holders of Development Rights reserved rights as set forth in the Master Deed;
 - d. Declarant's and other holders of Development Rights reserved rights to add future phases as set forth in section 1 and section 19 of said Master Deed;
 - e. Real estate taxes assessed against the unit and the common areas and facilities which are not yet due and payable; and
 - f. Provisions of existing building and zoning laws.
 - g. Terms and Conditions of that certain Declaration of Covenants, Conditions, and Restrictions dated October 19, 2000 and recorded at Book 31942, Page 418, notwithstanding the fact that the name of the condominium is Robbins Brook Condominium and not Acton Senior Living Community or The Village at Acton Condominium as anticipated in that document;
 - h. The purposes for which the building and the Units are intended to be used and restrictions on the use of each Unit are as follows:

- (a) Each Unit shall be used only for residential dwelling purposes;

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Order Date: 01-07-2021
Document for: Robbins Brook
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- (b) At least one person fifty-five (55) years of age or older must reside in each Unit;
- (c) A unit may not be occupied by more than four persons; and
- (d) No person under the age of twenty-one (21) may reside in a Unit for more than three (3) consecutive months in any calendar year.

5. The rights, agreements, easements, restrictions, provisions and interests set forth herein, together with any amendments thereto, shall constitute covenants running with the unit and shall inure to the benefit of, and bind, as the case may be, any person having, at any time, any interest or estate in the unit, his agents, employees, licensees, visitors and lessees as though the same were fully set forth herein; and

6. The dwelling may be used only for residential purposes and accessory use as permitted by the Zoning By-Laws of the Town of Acton, this Unit Deed and the Master Deed.

In the event that, notwithstanding the provisions of the Master Deed, it shall ever be determined that the signature of any Unit Owner, other than the Declarant or the holder of Development Rights, is required on any Amendment to the Master Deed which adds new land or new phase(s) to the Condominium, then, by the acceptance and recording of this Unit Deed, the Declarant and/or the holder of such Development Rights shall be empowered, as attorney-in-fact for the owner of the Unit, to execute, deliver and record any such Amendment in the name of said Unit Owner; and for this purpose the Unit Owner, by the acceptance and recording of this Unit deed, constitutes and appoints the Declarant and/or the holder of such Development Rights as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of the Unit and shall relate solely to the adding of new land and/or new phases to the Condominium.

By the acceptance and recording of this deed, the Unit Owner, for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) consent to the Declarant's reserved rights under paragraph 19 of the Master Deed and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to the Master Deed.

This conveyance is a conveyance in the ordinary course of business and does not constitute all or substantially all of the Massachusetts assets of the Grantor corporation.

For Grantor's Title, see Notice of Lease recorded at Book 32362, Page 551, Master Deed, and Assignment of Development Rights recorded on January 24, 2002 as instrument number 551 and instrument number 555, respectively.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney dated October 10, 2001, and recorded with the Middlesex South District Registry of Deeds ("Deeds") as Instrument No. 957 on January 11, 2002, on this 13th day of May, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND,

By: 
James R. McCabe
as Attorney in Fact

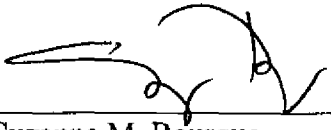
Recorded 1-11-02
957

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

May 13, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact of Pulte Home Corporation of New England, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of New England, before me,

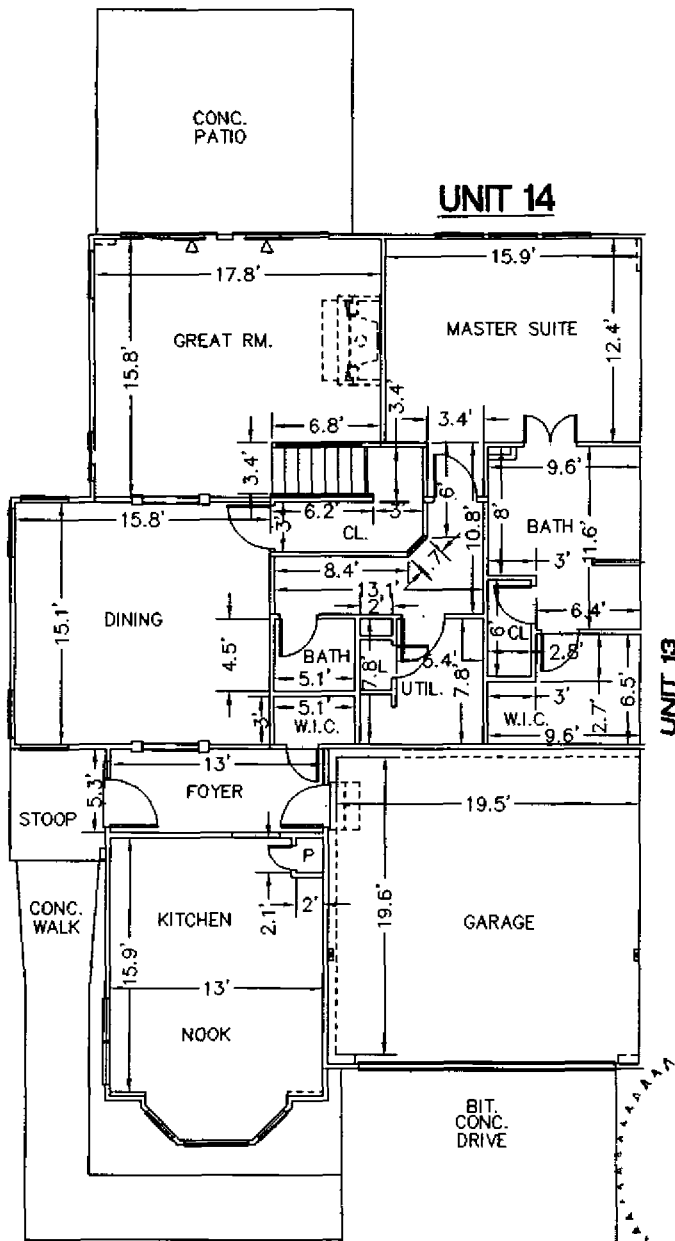

Suzanne M. Bourque
Notary Public
My Commission Expires: 3/8/2007

CANCELLED

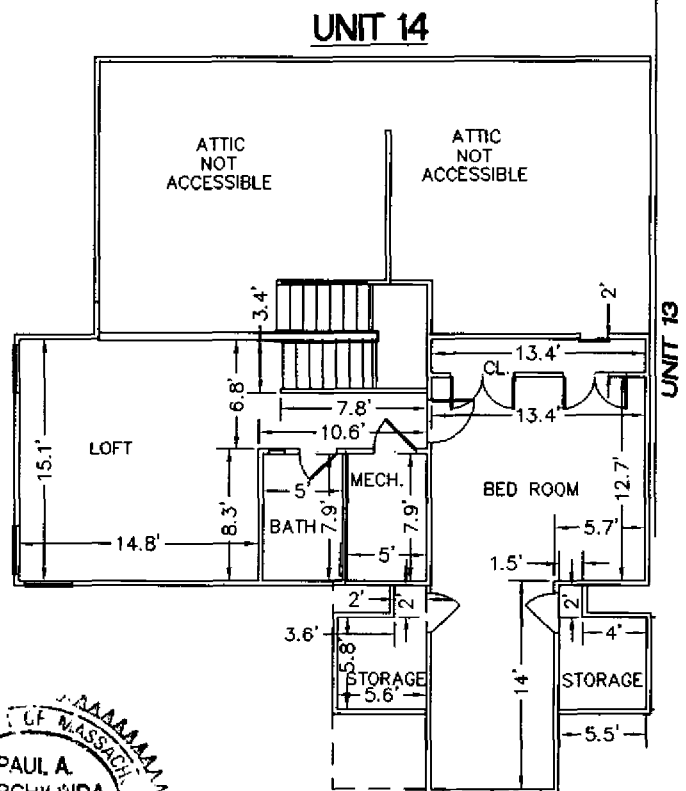
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MIDDLESEX COUNTY
MASSACHUSETTS

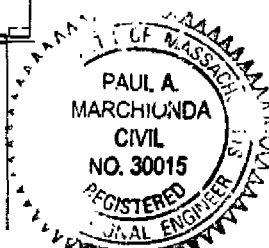
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Address: 12 Hartland Way
Order Date: 01-07-2021
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FIRST FLOOR PLAN



SECOND FLOOR PLAN



F.F.A. = FINISHED FLOOR AREA. THIS IS THE AREA OR SPACE OF EACH PARTICULAR FLOOR OF THE UNIT, INCLUDING ALL INTERNAL WALLS, AND EXCLUDING THE AREA OF THE STAIRWAYS, FIREPLACES & UNFINISHED BASEMENTS.

SUMMARY OF FLOOR AREAS

I HEREBY CERTIFY THAT THIS PLAN DEPICTS THE UNIT DESIGNATED NUMBER 14 AND THE DESIGNATION OF THE IMMEDIATELY ADJOINING UNITS. I FURTHER CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

BASEMENT F.F.A.	N/A
FIRST FLOOR F.F.A.	1430 ± S.F.
SECOND FLOOR F.F.A.	740 ± S.F.
GARAGE F.A.	380 ± S.F.
TOTAL	2550 ± S.F.

Paul A. Marchionda
PAUL A. MARCHIONDA, P.E.

5/13/02
DATE

☒ DENOTES ENTRANCE/EXIT TO BUILDING
☐ DENOTES WINDOW

MARCHIONDA & ASSOC., L.P.
ENGINEERING AND PLANNING CONSULTANTS

62 MONTVALE AVE. SUITE 1
STONEHAM, MA. 02180
(781) 438-6121

AS-BUILT PLAN, UNIT 14
ROBBINS BROOK CONDOMINIUM
ACTON, MA

PREPARED FOR:
PULTE HOMES CORP. OF N.E.
SOUTHBOROUGH, MA

SCALE: N.T.S.

DATE: 5/13/02

SH. 1 OF 1



Bk: 36441 Pg: 251

Recorded: 09/18/2002

Document: 0000834 Page: 1 of 9

SIXTH AMENDMENT TO MASTER DEED

OF ROBBINS BROOK CONDOMINIUM

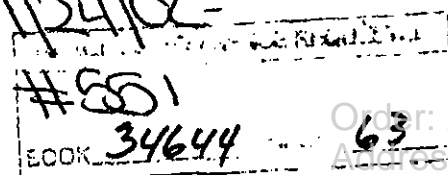
(Adding Phase 7)

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds on January 24, 2002, as Instrument No. 555 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds on January 24, 2002 as Instrument No. 551, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 557; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds on January 24, 2002, as Instrument No. 559; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880, and; Fourth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002, establishing Phase 5 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on June 5, 2002, as Instrument No. 567, and Fifth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 6 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on July 22, 2002, as Instrument No. 600, and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds on January 24, 2002, as Instrument No. 555; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;



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Robbins Brook Condominium, Acton, Massachusetts

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NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Devon Drive, in said Acton:

Units 30 and 31
all located in Building 10
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 7 are shown on Plan of Land entitled "CONDOMINIUM AS-BUILT SITE PLAN, BUILDING 10 - PHASE 7- UNITS 30-31, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated August 28, 2002 which plan is filed and recorded with said Registry of Deeds herewith as Plan No. 991 of 2002, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.


Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Pulte Home Corporation of New England has caused its corporate seal to be hereto affixed and in these presents signed by James R. McCabe, its Attorney In Fact, duly authorized, by Resolution dated July 19, 2001 and Power of Attorney

dated October 10, 2001, and recorded with the Middlesex South Registry of Deeds on January 11, 2002, as Instrument No. 957, on this 9th day of September, 2002.

PULTE HOME CORPORATION
OF NEW ENGLAND


By: James R. McCabe
Its: Attorney-in-Fact

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

September 9, 2002

Then personally appeared the above-named James R. McCabe, Attorney in Fact for Pulte Home Corporation of New England, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of New England, before me,

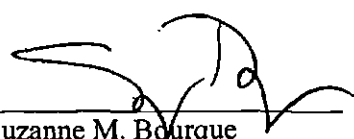

Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 5 in Phase 5 of the Robbins Brook Condominium, containing Units 15 and 16, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 4 in Phase 6 of the Robbins Brook Condominium, containing Units 11-14, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 10 in Phase 7 of the Robbins Brook Condominium, containing Units 30-31, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C
TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM
"DESCRIPTION OF UNITS"
Phase 7

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	4.7619	4.7619
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	4.7619	4.7619
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	4.7619	4.7619
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	4.7619	4.7619
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	4.7619	4.7619
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	4.7619	5.26
11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	4.7619	4.7619

12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	4.7619	4.7619
13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	4.7619	4.7619
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3 B, BR, L	4.7619	4.7619
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	4.7619	4.7619
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook 3 B, L, BR, G	4.7619	4.7619
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	4.7619	4.7619
19	Village Home Building 6	2,525 s.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	4.7619	5.26
30	Village Home Building 10	2,495 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	4.7619	4.7619
31	Village Homes Building 10	2,490 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	4.7619	4.7619
TOTALS				100 % (rounded)	100% (rounded)

NOTES:

1. LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Schedule C to the Master Deed ROBBINS BROOK CONDOMINIUM Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted	1	42.84%	42.84%	100%

Living Unit				
Independent Dwellings	24	.935% each unit	22.44%	4.166%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

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 Address: 12 Hartland Way
 Order Date: 01-07-2021
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Bk: 36490 Pg: 440

Recorded: 09/24/2002

Document: 00000279 Page: 1 of 3

ROBBINS BROOK CONDOMINIUM
ACTON, MASSACHUSETTS

AMENDMENT OF MASTER DEED AND GRANT OF EASEMENT

Acton Assisted Living, LLC, a Massachusetts limited liability company, with a principal office at 400 Crown Colony Drive, Quincy, Massachusetts 02169, Declarant of the Master Deed of Robbins Brook Condominium dated January 23, 2002 and recorded on January 24, 2002 in the Middlesex South District Registry of Deeds (the "Registry") as instrument #551 of January 24, 2002, as heretofore amended (as so amended, the "Master Deed") and sole Trustee of Robbins Brook Condominium Trust dated January 23, 2002 and recorded in the Registry as instrument #552 of January 24, 2002, has offered to amend the Master Deed, pursuant to the provisions of Section 19 thereof, in accordance with Section 1.12 of Town of Acton, Board of Selectmen, Site Plan Special Permit and Special Use Permit #11/18/98-366 recorded in the Registry in Book 32362 at Page 516, by inserting the following new section, Section 28 of the Master Deed:

"28. The Town of Acton and the general public shall have an easement to use, and the Town of Acton shall have an easement to maintain, repair and replace the sidewalk designated as "Proposed Sidewalk Easement" on a plan entitled "Plan of Land in Acton, Massachusetts (Middlesex County), For: Acton Assisted Living, LLC, Scale: 1" = 50' February 11, 2002, Stanski and McNary, Inc.," recorded in the Registry herewith (the "Sidewalk Easement") for all purposes for which sidewalks are currently used in Acton. The Declarant of the Master Deed is authorized to confirm the Sidewalk Easement by executing and recording an easement deed to the Town of Acton."

Robbins Brook Condominium Trust and any successor entity thereto or, jointly and severally, the owners of the property included in the Robbins Brook Condominium if such condominium is terminated, shall have the affirmative duty to maintain the Proposed Sidewalk Easement area as a public pedestrian sidewalk to be used as provided above and to replace, repair and maintain the surface of the sidewalk to be constructed in the Proposed Sidewalk Easement area in the same manner as other sidewalks in Acton."

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Master Deed as an instrument under seal this 16 day of June, 2002.

Acton Assisted Living, LLC, independently and as sole
Trustee of Robbins Brook Condominium Trust
By: Eastern Road, LLC, Manager

By: 
Stephen F. Mazza, Manager

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

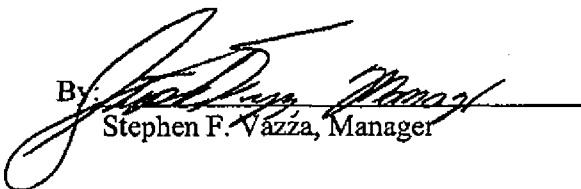
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The undersigned, sole Trustee of Robbins Brook Condominium Trust w/d/t dated January 23, 2002 and recorded in the Registry as instrument #552 of January 24, 2002, hereby grants the Sidewalk Easement to the Town of Acton pursuant to the provisions of Massachusetts General Laws Chapter 183A, Section 5(b)(2)(i) (the "Statutory Provision"). No mortgagees holding first mortgages on units in the Robbins Brook Condominium have requested to be notified as set forth in the Statutory Provision. The undersigned certifies that it has duly complied with the Statutory Provision.

IN WITNESS WHEREOF, the undersigned has executed this instrument as an instrument under seal this 26 day of June, 2002.

Acton Assisted Living, LLC, sole Trustee of Robbins Brook Condominium Trust

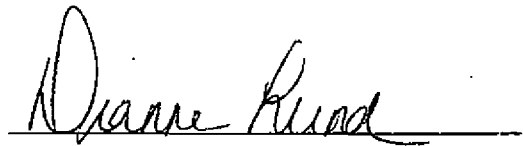
By: Eastern Road, LLC, Manager

By: 
Stephen F. Vazza, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss.

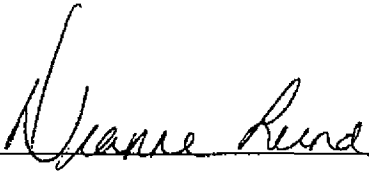
On this 26 day of June, 2002, before me personally appeared the above-named Stephen F. Vazza, Manager of Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC as aforesaid, and acknowledged the foregoing to be the free act and deed of said Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC and the free act and deed of said Acton Assisted Living, LLC, independently and as sole Trustee of Robbins Brook Condominium Trust, before me


Notary Public Dianne Reed
My Commission Expires: 9/18/03

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss.

On this 14 day of June, 2002, before me personally appeared the above-named Stephen F. Vazza, Manager of Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC as aforesaid, and acknowledged the foregoing to be the free act and deed of said Eastern Road, LLC in its capacity as Manager of Acton Assisted Living, LLC and the free act and deed of said Acton Assisted Living, LLC as sole Trustee of Robbins Brook Condominium Trust, before me,



Notary Public *Dianne Reed*
My Commission Expires: 9/18/03

2

**SUBORDINATION OF MORTGAGE and ASSIGNMENT OF RESIDENCY
AGREEMENT, LEASES AND RENTS**

For good and valuable consideration, receipt of which is hereby acknowledged, **State Street Bank and Trust Company**, a bank organized and existing under the laws of the Commonwealth of Massachusetts whose address is Corporate Trust, 6th Floor, Two Avenue de Lafayette, Boston, MA 02111, as Trustee, the present holder of a Mortgage and an Assignment of Residency Agreements, Leases and Rents, both from **Acton Assisted Living, LLC**, a limited liability company organized under the laws of Massachusetts whose address is 150 Wood Road, Braintree, Massachusetts 02184, upon the land known as 872 North Main Street, Acton, Massachusetts, which mortgage and assignment are both dated October 1, 2000, recorded in the Middlesex South Registry of Deeds, in **Book 31942, Page 430 and Book 31942, Page 441**, respectively, hereby subordinates said mortgage and said assignment to the following documents:

- the Amendment of Master Deed and Grant of Easement given by Acton Assisted Living, LLC dated _____, 2002, recorded with the Middlesex South Registry of Deeds herewith as Instrument No. ____ of _____, 2002; and
- the Easement Deed given by Acton Assisted Living, LLC to the Town of Acton dated _____, 2002, recorded with the Middlesex South Registry of Deeds herewith as Instrument No. ____ of _____, 2002,

and agrees that such amendment and grants of easements shall have the same status, force and effect as though executed and recorded before the execution and recording of said mortgage and said assignment.

Executed under seal this 12th day of Sept. 2002.

State Street Bank and Trust Company, as Trustee

By: Gary Dougherty
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

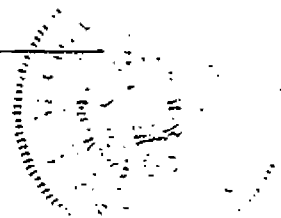
Sept 12, 2002

Then personally appeared the above-named Gary Dougherty, the
Vice President of State Street Bank and Trust Company, as Trustee and acknowledged
the foregoing instrument to be his/her free act and deed on behalf of said Bank, as Trustee,
before me,

Maria I. Arguella
Notary Public

My commission expires:

Maria I. Arguella
Notary Public
My Commission Expires
September 9, 2005

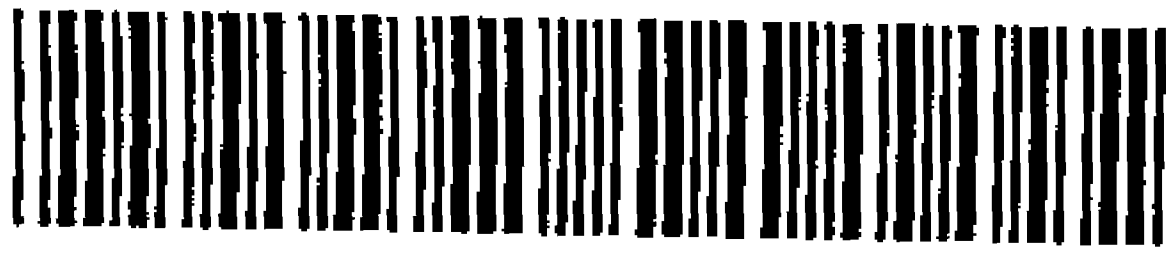


Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2011 6:08:04 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
692	AMENDMENT		37359/162	12/13/2002	
Property-Street Address and/or Description					
MAS DEED 34644-63					
Grantors					
ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs



Bk: 37359 Pg: 162

Recorded: 12/13/2002

Document: 00000692 Page: 1 of 14

EIGHTH AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM
(Adding Phase 9)

14

WHEREAS ORBIT CONSTRUCTION, INC. a Massachusetts Corporation duly organized under law and having a usual place of business at 12 Sawtelle Road, Leominster, Worcester County, Massachusetts, (hereinafter also referred to as "Orbit") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds herewith and prior hereto as instrument number 691 which rights allow Orbit to an add Independent Dwellings (hereinafter referred to as "Units") to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts, said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds on January 24, 2002 in Book 34644, Page 63, establishing ROBBINS BROOK CONDOMINIUM; and First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 178; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South District Registry of Deeds in Book 34644, Page 188; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880; and Fourth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 5 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on June 5, 2002, as Instrument No. 567; and Fifth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 6 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on July 22, 2002, as Instrument No. 600; and Sixth Amendment to Master Deed of Robbins Brook Condominium dated September 9, 2002, establishing Phase 7 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on September 18, 2002, as Instrument No. 834; and Amendment of Master Deed and Grant of Easement dated June 26, 2002, and recorded with the Middlesex South Registry of Deeds on September 24, 2002, as Instrument No. 279; and Seventh Amendment to Master Deed of Robbins Brook Condominium dated October 18, 2002 establishing Phase 8 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on October 24, 2002, as Instrument No. 498; and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Orbit the Development Rights relative to the Independent Dwellings as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated Dec. 10, 2002 and recorded herewith and prior hereto as instrument number 691; and

ROBBINS BROOK CONDOMINIUM

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Units to Robbins Brook Condominium;

NOW, THEREFORE, Orbit does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following Units located at 27 Hartland Way in said Acton:

ONE THREE STORY INDEPENDENT DWELLING BUILDING
CONTAINING TWENTY-FOUR UNITS

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Address: 12 Hartland Way
Order Date: 01-07-2021
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The Independent Dwelling Building containing said Units together with a building containing eleven Garages and forty-one parking spaces comprising Phase 9 was built on the land known and shown as Orbit Land as shown on a plan entitled the "Master Plan for Robbins Brook Condominium in Acton, MA, Prepared for Pulte Home Corp. of N. E., dated October 26, 2001 and revised through December 19, 2001, Scale: 1"=40', drawn by Machionda & Associates, L. P., Engineering and Planning Consultants", which plan is recorded in the Middlesex South District Registry of Deeds as Plan No. 72 of 2002 (the "Master Plan") and said buildings are also shown on page one of a plan entitled "AS-BUILT SITE PLAN, BUILDING 8 – PHASE 8 – UNITS 22-25, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N. E., dated October 17, 2002, Scale: 1"=40', drawn by Machionda & Associates, L. P., Engineering and Planning Consultants", which plan is recorded in the Middlesex South District Registry of Deeds as Plan No. 1135 of 2002. The Independent Dwelling Building and building containing eleven Garages referred to on said plans as "Independent Living (24 Units) Floor El. = 179.00" and "Garage 11 Cars" respectively together with the parking spaces are being added to the Condominium. Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Limited Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

The additional Units show no variations in the boundaries of such Units from those boundaries set forth in Master Deed. Moreover, there are no variations in the General Common Areas and Facilities as defined in the applicable provisions of said Master Deed. Variations to the Exclusive Use Area and/or Limited Common Area designated on the Master Plan as the

Orbit Land including, but not limited to amendments to Sections 6(b) and 10(c), are set forth herein.

Certain Units have direct access to a patio or deck. All patios and decks are a portion of the Independent Dwelling Group Limited Common Area and/or Exclusive Use Area. The owner of any Unit that has direct access to a patio or deck shall have, as an appurtenance to his or her Unit, an easement for the exclusive right to use such patio or deck which shall be granted and described in the deed to the original Unit purchaser or by other instrument to a Unit owner. Unit owners whose units have direct access to a patio or deck may place ordinary items of furniture, carpets and plants on such patios or decks, provided that no patio or deck shall be overloaded and that all such furniture, carpets and plants shall be entirely contained within the patio or deck. Patios and decks shall not be enclosed. The responsibility to maintain, repair and replace the structure of the patios and decks shall be that of the Robbins Brook Condominium Trust, Independent Dwelling Group. Unit owners whose Units have direct access to a patio or deck shall maintain the patio or deck (except for the structure thereof, the maintenance of which is the responsibility of the Robbins Brook Condominium Trust, Independent Dwelling Group) in a neat and orderly condition.

There are eleven (11) garages each having one parking space outside, adjacent to and in front of it allocated to the Independent Dwelling Building (hereinafter referred to as the "Garages"). In addition to the eleven Garages with eleven spaces, there are thirty additional parking spaces allocated to the Independent Dwelling Building (hereinafter referred to as the "Spaces"). By this Amendment to the Master Deed, Orbit does hereby expressly reserve to itself all rights in and to the Garages including, but not limited to, the exclusive right to use the Garages, to lease the Garages and to sell and convey easements for the exclusive use of a Garage together with the space outside, adjacent to and in front of it (hereinafter referred to as the "Garage") to any Unit purchaser or Unit owner for such consideration as Orbit shall decide, and such consideration shall be and remain Orbit's sole property. Orbit shall have the right to grant easements for the exclusive use of a designated Garage by deed or other instrument (hereinafter referred to as the "Unit Garage Easements"). Any Unit owner having a Unit Garage Easement shall have the right to freely rent, license or lease the Garage, but only to a Unit owner or occupant within the Independent Dwelling Building. Orbit shall grant easements for the exclusive use of one designated Space to each Unit purchaser who does not purchase a Unit Garage Easement. The responsibility to maintain, repair and replace the structure of the Garages and Spaces shall be that of the Robbins Brook Condominium Trust, Independent Dwelling Group. Unit owners whose Units have been granted easements for the exclusive use of a Garage or Space shall maintain said Garage or Space (except for the structure thereof, the maintenance of which is the responsibility of the Robbins Brook Condominium Trust, Independent Dwelling Group) in a neat and orderly condition.

Garages may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Garage in which the same are used (except when actually being transported). Garages shall not be used for human habitation, nor shall Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-

commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle.

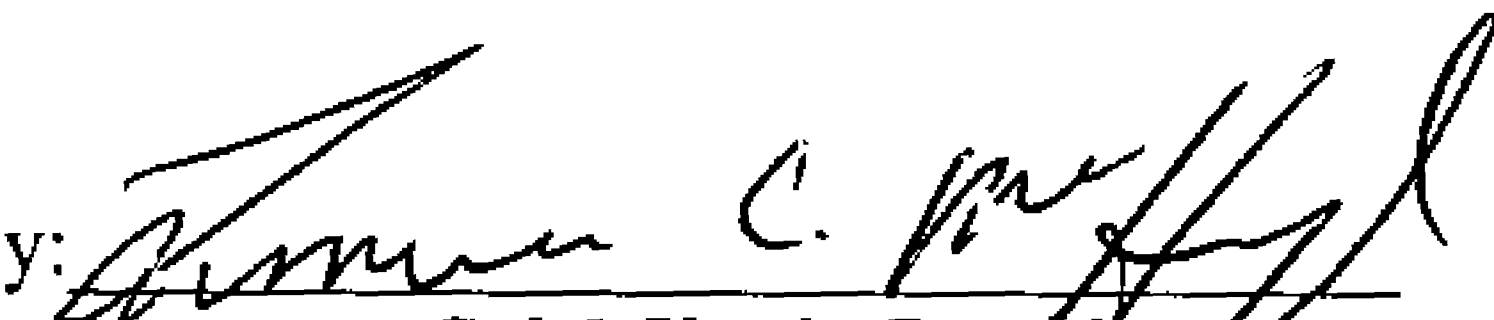
There are storage rooms located at both ends of the third floor of the Independent Dwelling Building as shown on the As Built Third Floor Plan as common areas. The grantor does hereby expressly reserve to itself the right to assign storage rooms to the Unit purchasers and/or owners and shall assign such storage rooms so that each Unit owner will have the exclusive use of one such storage room. The grantor reserves the right to designate the storage rooms for use by Unit purchasers and/or owner until the last Unit is sold and conveyed at such time the right and responsibility for assigning and designating the storage rooms for use by the Unit owners shall devolve to the Robbins Brook Condominium Trust, Independent Dwelling Group.

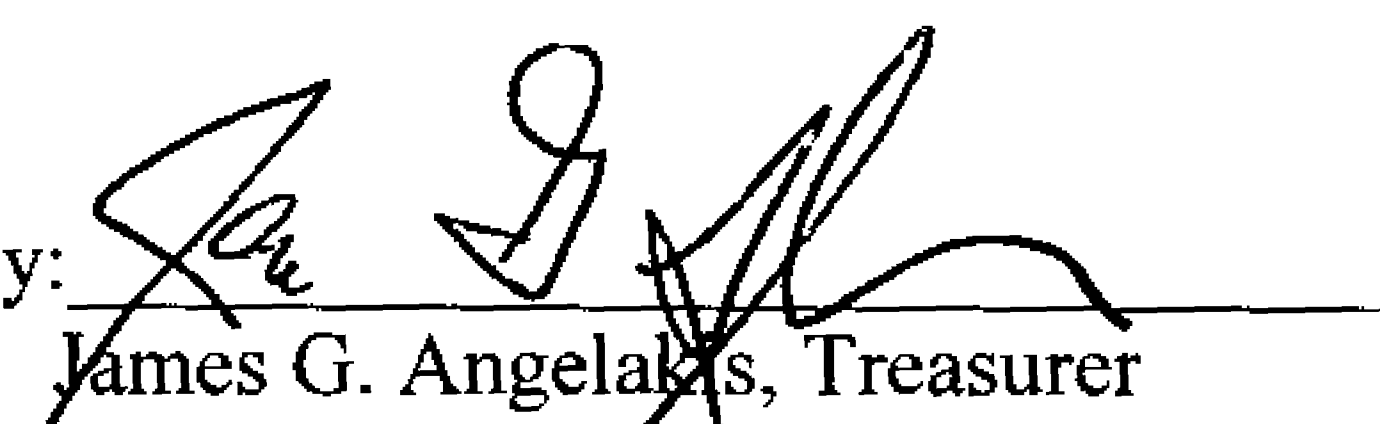
Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

IN WITNESS WHEREOF, the said Orbit Construction, Inc. has caused its corporate seal to be hereto affixed and in these presents signed by Lawrence C. McHugh, its President and James G. Angelakis, its Treasurer, duly authorized on this 10th day of December 2002.

ORBIT CONSTRUCTION, INC.

By: 
Lawrence C. McHugh, President

By: 
James G. Angelakis, Treasurer

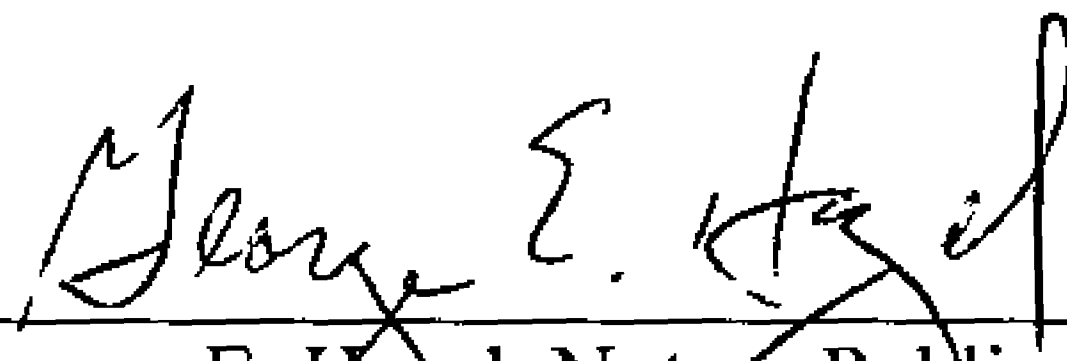
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 10, 2002

Then personally appeared the above-named Lawrence C. McHugh, President and James G. Angelakis, Treasurer of Orbit Construction, Inc., duly authorized, and acknowledged the foregoing instrument to be their free acts and deeds and the free act and deed of Orbit Construction, Inc., before me.

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George E. Hazel, Notary Public
My Comm. Exp.: March 20, 2003

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

The Independent Dwelling Building in Phase 9 of the Robbins Brook Condominium, containing Independent Dwelling Units 1 through 24 inclusive, is a three-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is as shown on the Site Plan, and each independent dwelling unit contains from 880 to 1,404 square feet of living area. The eleven-car garage is a one-story wood-framed building, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is also as shown on the Site Plan.

EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

“DESCRIPTION OF UNITS”

Phase 9

Unit	Type/Location	Approx. Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K W/nook, BR, L, G, 2B, PR	2.4297	4.000
2	Village Home Building 1	2,525 s.f.	GR w/nook, MS, K, D, BR, L, G, 2B, PR	2.4297	4.000
3	Village Home Building 1	2,410 s.f.	GR w/nook, MS, K, D, BR, L, G, 2B, PR	2.4297	4.000
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.4297	4.000
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.4297	4.000
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.4297	4.000
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR, K w/nook, 2B, BR, L, G	2.4297	4.000
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K, D, PR, 2B, L, A, G, BR	2.4297	4.000
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L, BR, G	2.4297	4.000
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR	2.4297	4.000

11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	2.4297	4.000
12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	2.4297	4.000
13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	2.4297	4.000
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3B, BR, L	2.4297	4.000
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	2.4297	4.000
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	2.4297	4.000
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.4297	4.000
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.4297	4.000
19	Village Home Building 6	2,525 s.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	2.4297	4.000
22	Village Home Building 8	2,627 s.f.	MS, GR, D, K w/nook, BR, L, G, 3B	2.4297	4.000
23	Village Home Building 8	2,509 s.f.	K, w/nook, GR, MS, D, 3B, G, BR, L	2.4297	4.000
24	Village Home Building 8	2,537 s.f.	MS, GR, K w/nook, D, 3B, G, L, BR	2.4297	4.000
25	Village Home Building 8	2,637 s.f.	GR, MS, D, K w/nook, 3B, G, B, L	2.4297	4.000
30	Village Home Building 10	2,495 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	2.4297	4.000
31	Village Home Building 10	2,490 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	2.4297	4.000

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Large Home Notes:

LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room; BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom ; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.

Each Unit has immediate access to common areas through its front, rear, and/or side doors.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot as shown on the plan recorded herewith.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

1	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
2	Independent Dwelling Independent Dwelling Building	1,234 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.7980	4.58
3	Independent Dwelling Independent Dwelling Building	1,388 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.8447	4.70
4	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, P	1.4997	3.82
5	Independent Dwelling Independent Dwelling Building	876 s.f.	MS, K, BR, L, 1.5 B, LA., P	1.4997	3.82

7	Independent Dwelling Independent Dwelling Building	1,012 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20
3	Independent Dwelling Independent Dwelling Building	1,010 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20
2	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
1	Independent Dwelling Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
2	Independent Dwelling Independent Dwelling Building	1,239 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.7980	4.58
3	Independent Dwelling Independent Dwelling Building	1,404 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.8448	4.70
4	Independent Dwelling Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
5	Independent Dwelling Independent Dwelling Building	917s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95
6	Independent Dwelling Independent Dwelling Building	886 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
7	Independent Dwelling Independent Dwelling Building	1,014 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07

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Independent Dwelling Building	1,009 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07
Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	1,026 s.f.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
Independent Dwelling Building	940 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
Independent Dwelling Building	939 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95
Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
Independent Dwelling Building	955 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	885 S.F.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
			100% *	100% *

DEPENDENT DWELLING BUILDING NOTES:

L = Living Room; K = Kitchen; B = Bath; BR = Bedroom; MS = Master Suite; G = Garage; DK = Deck; LA = Laundry; P = Patio.

Each Unit has immediate access to common areas through its front and /or second doors.

Those Units having either a deck or a patio shall have an easement, as an appurtenance to the Unit, for the exclusive right to use either the deck or patio.

Those Independent Dwelling Building Units having a Unit Garage Easement shall have an easement, as an appurtenance to the Unit, for the exclusive right to use the garage together with the space outside and in front of it.

The General Percentage Interest and Group Percentage Interests of those Independent Dwelling Building Units having a Unit Garage Easement shall be increased by 0.1256% and 0.32% respectively.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

includes percentage interests attributed to eleven Unit Garage Easements per Independent Dwelling Building Note 5.

SCHEDULE C TO THE MASTER DEED

ROBBINS BROOK CONDOMINIUM Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 area added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula; the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

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Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwelling, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" set forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup – see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column2	Column 3	Column 4	Column5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	0.857% to 1.126% each unit	22.44%	3.82% to 5.02%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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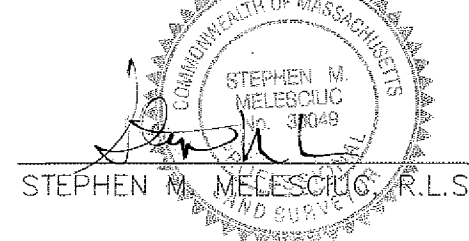
NOTES

- THIS IS A CONDOMINIUM LOCATED ON PARCELS 20 AND 40-1 ON TOWN OF ACTON ASSESSOR'S MAP C-5. TOTAL PARCEL AREA = 11.9028 ± Ac.
- ZONING DISTRICT: SMALL MANUFACTURING (SM).
- PROPERTY LINES ARE FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN FOR: ROPUTE 27 REALTY CORP." DATED 11/10/98, LAST REVISED 6/25/99, BY STAMSKI AND McNARY, INC.
- ACCORDING TO F.E.M.A./H.U.D. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 25017 60005 C, DATED 1/6/85, THE STRUCTURE IS NOT LOCATED IN AN ESTABLISHED 100 YR. FLOOD HAZARD ZONE.
- OWNER OF RECORD IS : ACTON ASSISTED LIVING LLC
ACTON, MA
- FOR FOUNDATION AND BUILDING DIMENSIONS, SEE AS-BUILT FLOOR PLAN SHEETS.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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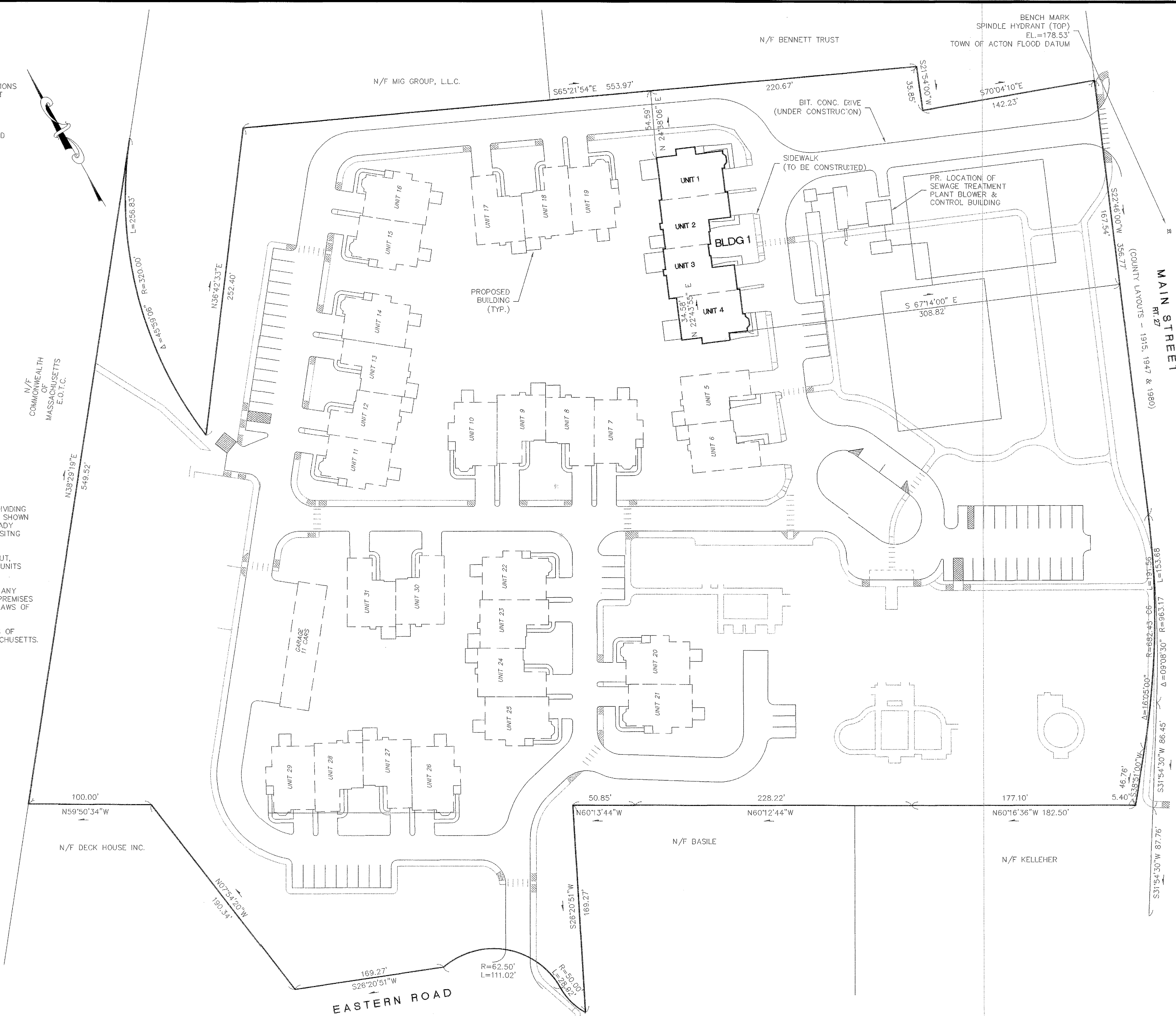
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- THAT THERE ARE NO STRUCTURAL ENCROACHMENTS ACROSS ANY BOUNDARY LINE OR WAY SHOWN THEREON, AND THAT SAID PREMISES CONFORM TO THE SETBACK REQUIREMENTS OF THE ZONING LAWS OF THE TOWN OF ACTON, MA, WHEN CONSTRUCTED.
- THAT THE PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



10/20/01
DATE

UNIT NO.	EXISTING TOP FND.
1	178.79
2	178.78
3	179.44
4	180.12



AS-BUILT SITE PLAN
BLDG 1 - PHASE 1 - UNITS 1-4

ROBBINS BROOK
CONDOMINIUM

ACTON, MA

Prepared For
PULTE HOME CORP. OF N.E.
257 TURNPIKE ROAD - SUITE 200
SOUTHBOROUGH, MA

Marchionda
& Associates, L.P.
Engineering and
Planning Consultants





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FAX: (781) 438-9654
Email: engineering@marchionda.com
website: www.marchionda.com

DATE: 10/26/01
487-44\ASBUILT\BLDG1\AB_BLDG.DWG
M. & A. NO. 487-44 SCALE: 1"=40'
SHEET 1 OF 3

72-2
72-2

NOTES

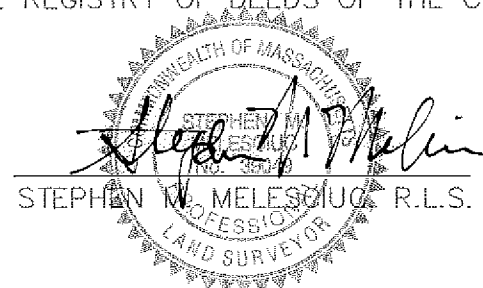
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- OWNER OF RECORD IS : ACTON ASSISTED LIVING LLC
ACTON, MA

 PULTE LAND
 ORBIT LAND
 ACTON ASSISTED LIVING LAND
 GENERAL COMMON LAND

Order: XLXD87LB5
 Address: 12 Hartland Way
 Order Date: 01-07-2021
 Document not for resale
 HomeWiseDocs

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- THAT THE PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

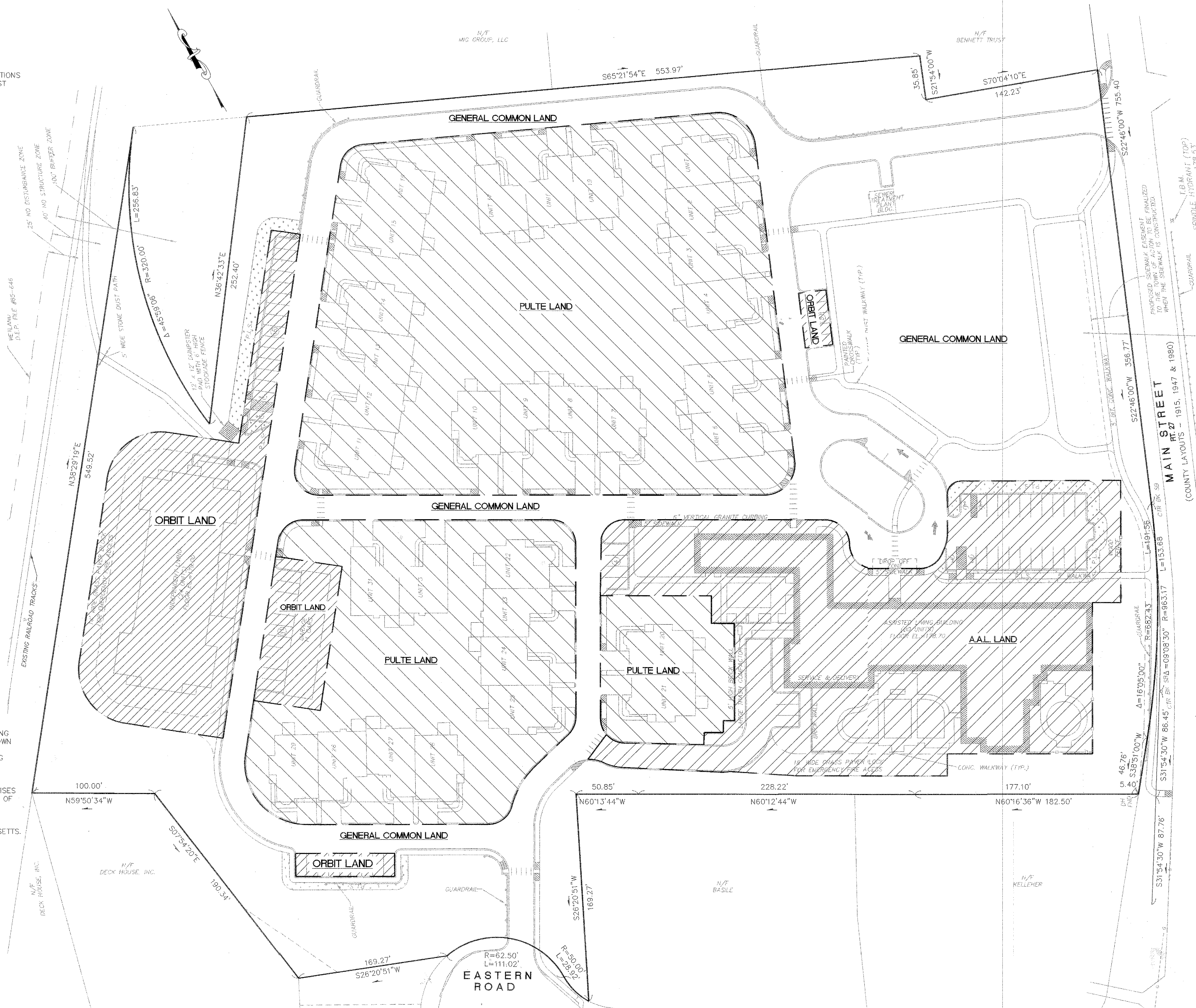

 STEPHEN W. MELLES, R.L.S.
 DATE: 12/20/01

Middlesex Registry of Deeds,
 Southern District
 Cambridge, Massachusetts

Plan No. 72-1 of 2002
 Rec'd 1-24-02
 at 10:28 AM on Dec No. 550
 Rec'd, Bk 34644 Page 59

Attest

 Registrar



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REV	DESCRIPTION	DATE
3	CHANGES PER ATTORNEY COMMENTS	12/19/01
2	CHANGES PER PULTE COMMENTS	11/19/01
1	CHANGES PER ATTORNEY COMMENTS	11/14/01

MASTER PLAN

ROBBINS BROOK
CONDOMINIUM

ACTON, MA

Prepared For
 PULTE HOME CORP. OF N. E.
 257 TURNPIKE ROAD - SUITE 200
 SOUTHBOROUGH, MA

Marchionda
 & Associates, L.P.
 Engineering and
 Planning Consultants

62 Montvale Avenue
 Suite I
 Stoneham, MA 02180
 TEL: (781) 438-6121
 FAX: (781) 438-9654
 Email: engineering@marichionda.com
 website: www.marichionda.com

DATE: 10/26/01

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M. & A. NO. 487-44

SCALE: 1"=40'

SHEET 1 OF 1

SUMMARY OF FLOOR AREAS

	UNIT 1	UNIT 2	UNIT 3	UNIT 4
	N/A	N/A	N/A	N/A
BASEMENT F.F.A.	1430± S.F.	1345±S.F.	1345± S.F.	1430± S.F.
FIRST FLOOR F.F.A.	665± S.F.	780± S.F.	665± S.F.	660± S.F.
SECOND FLOOR F.F.A.	380± S.F.	400± S.F.	400± S.F.	380± S.F.
GARAGE F.A.				
TOTAL F.F.A.	2475± S.F.	2525± S.F.	2410± S.F.	2470± S.F.

SUMMARY OF FLOOR ELEVATIONS
(BASED ON USGS DATUM)

	UNIT 1	UNIT 2	UNIT 3	UNIT 4
BASEMENT	N\A	N\A	N\A	N\A
GARAGE	178.16	178.11	178.84	179.52
FIRST FLOOR	178.84	178.87	179.48	180.16
SECOND FLOOR	188.61	189.34	190.01	190.61

F.F.A. = FINISH FLOOR AREA. THIS IS THE AREA OR SPACE OF EACH PARTICULAR FLOOR OF THE UNIT, INCLUDING ALL INTERNAL WALLS. THIS AREA EXCLUDES THE ARE OF STAIRWAYS, FIREPLACES AND UNFINISHED BASEMENTS.

- ▽ - DENOTES ENTRANCE OR EXIT TO BUILDING
 ≡ - DENOTES WINDOW

I HEREBY CERTIFY TO THE FOLLOWING:

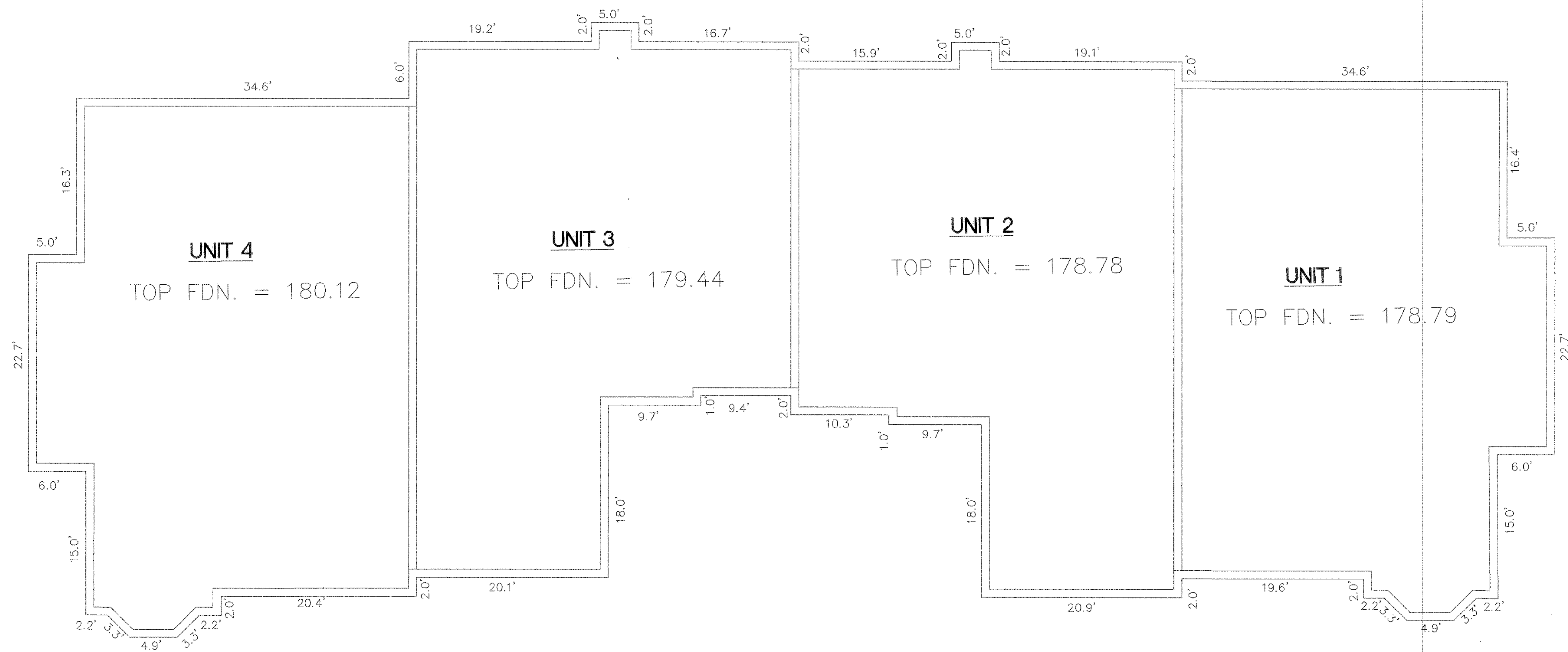
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3. THAT THE PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERED OFFICE OF THE COMMONWEALTH OF MASSACHUSETTS.



STEPHEN M. MELESCIUC, R.L.S.

12/20/01
DATE

FILE NO 72(3084) OF 02
RECORDED BOOK 34644 PAGE 61



AS-BUILT FOUNDATION PLAN

SCALE: 1"=8'

REGISTRY USE ONLY

CHK:

ISSN:

RW:

CONDOMINIUM AS-BUILT FOUNDATION
AND BASEMENT PLAN
BUILDING 1 - PHASE 1 - UNITS 1 - 4

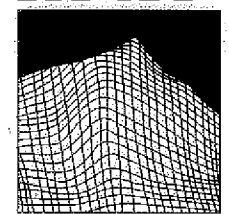
ROBBINS BROOK
CONDOMINIUM

ACTON, MA

Prepared For
PULTE HOME CORP. OF N. E.

RNPIKE ROAD - SUITE 200
SOUTHBOROUGH, MA

Marchionda
 & Associates, L.P.



Engineering and
Planning Consultants

62 Montvale Avenue
Suite 1

Suite 1
Stoneham, MA 02180

TEL: (781) 438-6121
FAX: (781) 438-9654

FAX: (781) 438-9654
Email: engineering@marchionda.com

website: www.marchionda.com

DATE: 10/12/01

\\487-44\ASBUILT\BLDG1\ABFLRPL.DWG

M. & A. NO. 487-44	SCALE: 1"=8'
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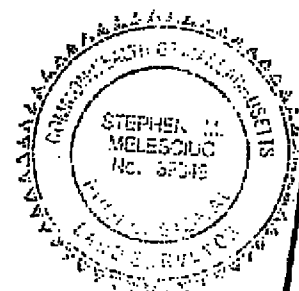
SHEET 2 OF 3

1. THIS IS A CONDOMINIUM LOCATED ON PARCELS 20 AND 40-1 ON TOWN OF ACTON ASSESSOR'S MAP C-5. TOTAL PARCEL AREA = 11.9028 ± AC.
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5. OWNER OF RECORD IS : ACTON ASSISTED LIVING LLC
ACTON, MA
6. FOR FOUNDATION AND BUILDING DIMENSIONS, SEE AS-BUILT FLOOR PLAN SHEETS.


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Stephen M. Melesciuc 10/17/02
STEPHEN M. MELESCIUC, R.L.S. DATE



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Middlesex Registry of Deeds,
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Cambridge, Massachusetts
Plan No. 135 Rec'd of 20 02
Rec'd 10-24-20 02
at 11:03 AM Doc No. 497
Rec'd, Bk 3080 Page 341
Attest

Notary Public

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
CONDOMINIUM AS-BUILT
SITE PLAN
BUILDING 8-PHASE 8-UNITS 22-25

**ROBBINS BROOK
CONDOMINIUM**

in
ACTON, MA
 Prepared For
PULTE HOME CORP. OF N. E.
 257 TURNPIKE ROAD — SUITE 200
 SOUTHBOROUGH, MA

Marchionda

& Associates, L.P.



Engineering and
Planning Consultants

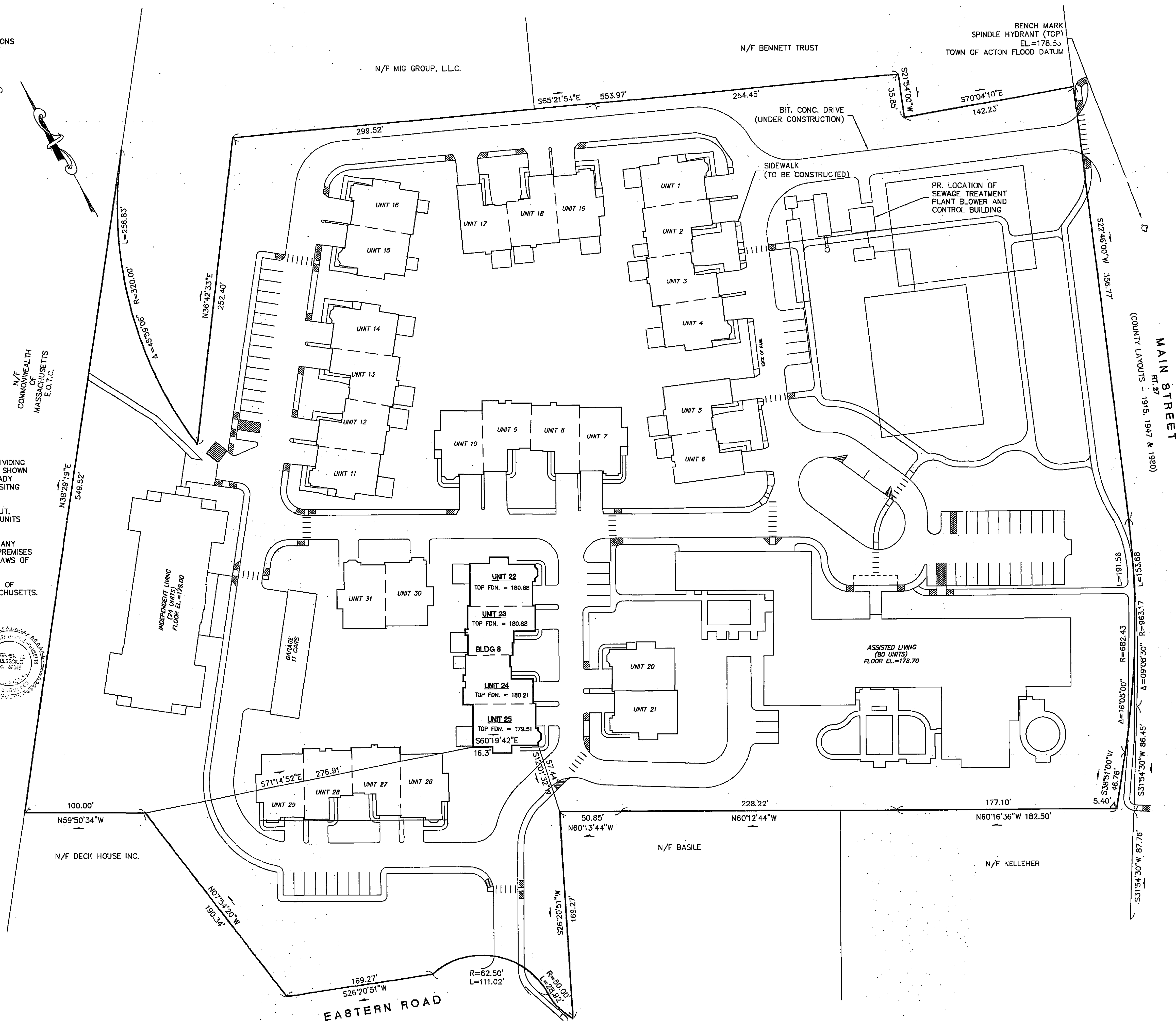
62 Montvale Avenue
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FAX: (781) 438-9654
Email: engineering@marchionda.com
website: www.marchionda.com

DATE: 10/17/02

\\487-44\ASBUILT\BLDG8\AB_BLDG.DWG

M. & A. NO. 487-44	SCALE: 1"=40'
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SHEET 1 OF 3



1135-1

SUMMARY OF FLOOR AREAS

	UNIT 25	UNIT 24	UNIT 23	UNIT 22
	N/A	N/A	N/A	N/A
BASEMENT F.F.A.				
FIRST FLOOR F.F.A.	1471± S.F.	1409±S.F.	1393± S.F.	1479± S.F.
SECOND FLOOR F.F.A.	769± S.F.	701± S.F.	689± S.F.	745± S.F.
GARAGE F.A.	397± S.F.	427± S.F.	427± S.F.	403± S.F.
TOTAL F.F.A.	2637± S.F.	2537± S.F.	2509± S.F.	2627± S.F.

SUMMARY OF FLOOR ELEVATIONS
(BASED ON USGS DATUM)

	<u>UNIT 25</u>	<u>UNIT 24</u>	<u>UNIT 23</u>	<u>UNIT 22</u>
BASEMENT	N/A	N/A	N/A	N/A
GARAGE	178.84	179.54	180.21	180.21
FIRST FLOOR	179.51	180.21	180.88	180.88
SECOND FLOOR	189.86	190.58	191.24	191.15

F.F.A. = FINISH FLOOR AREA. THIS IS THE AREA OR SPACE OF EACH PARTICULAR FLOOR OF THE UNIT, INCLUDING ALL INTERNAL WALLS. THIS AREA EXCLUDES THE AREA OF STAIRWAYS, FIREPLACES AND UNFINISHED BASEMENTS.

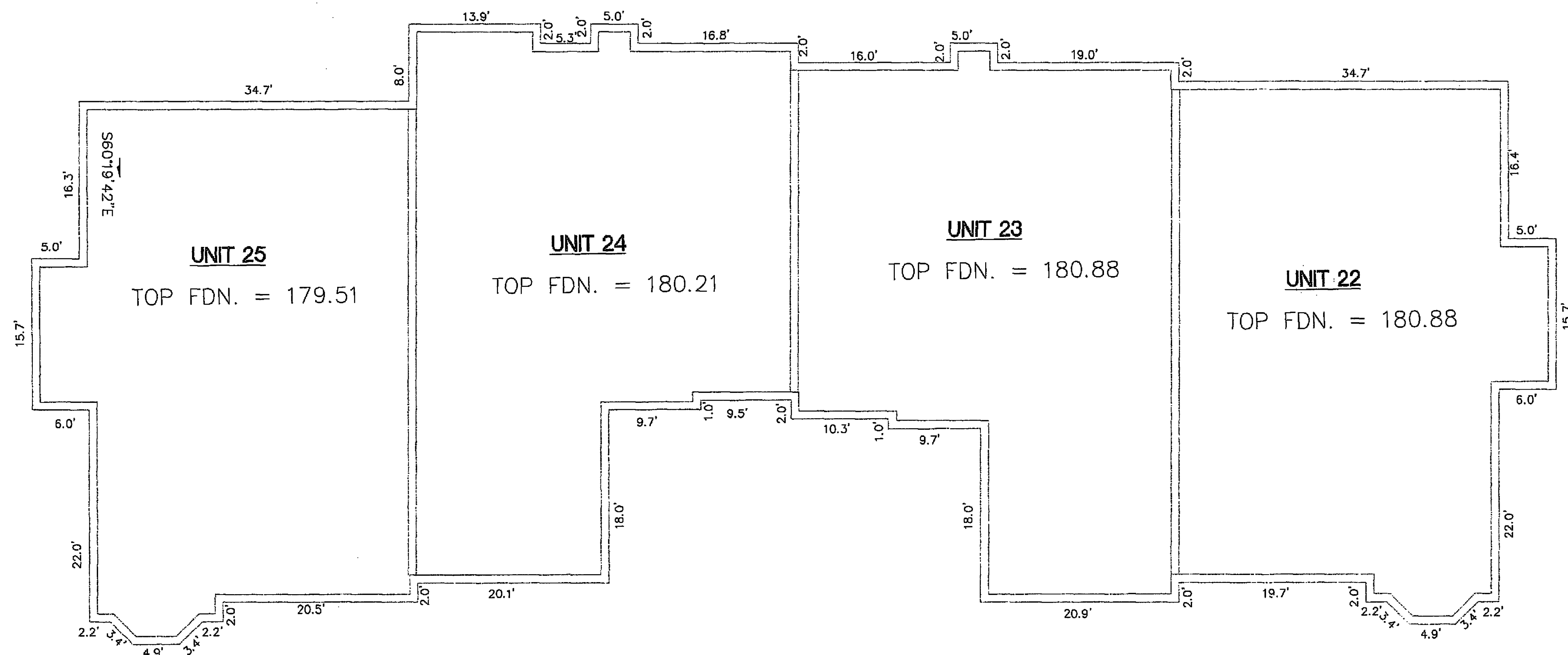
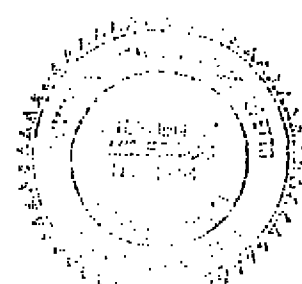
▼ - DENOTES ENTRANCE OR EXIT TO BUILDING
= - DENOTES WINDOW

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STEPHEN M. MELESCIUC, R.L.S.

10/17/07
DATE



AS-BUILT FOUNDATION PLAN

SCALE: 1"=8'

REGISTRY USE ONLY

PLAN NO. 1135 (2 of 3) OF 202

[illegible]

CONDOMINIUM AS-BUILT FOUNDATION
AND BASEMENT PLAN
BUILDING 8 - PHASE 8 - UNITS 22-25

**ROBBINS BROOK
CONDOMINIUM**

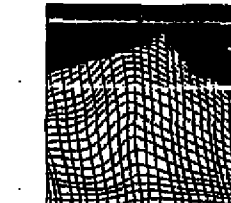
in
ACTON, MA

Prepared For

PULTE HOME CORP. OF N. E.

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DATE: 10/17/02

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M. & A. NO. 487-44	SCALE: 1"=8'
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SHEET 2 OF 3

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Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 11/10/2011 6:08:04 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
1194	AMENDMENT		38254/422	03/11/2003	
Property-Street Address and/or Description					
OFF MAIN ST SEE RECORD					
Grantors					
ROBBINS BROOK CONDOMINIUM					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
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13

NINTH AMENDMENT TO MASTER DEED

OF ROBBINS BROOK CONDOMINIUM



Bk: 38254 Pg: 422

(Adding Phase 10)

Recorded: 03/11/2003

Document: 00001194 Page: 1 of 13

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds in Book 34644, Page 168 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts, said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND has merged into PULTE HOMES OF NEW ENGLAND LLC, a Michigan limited liability company registered to do business in the Commonwealth of Massachusetts, with a place of business located at 257 Turnpike Road, Southborough, Massachusetts, as evidenced by Certificate of Merger recorded with the Middlesex South District Registry of Deeds on January 3, 2003 as Instrument No. 1015 in Book ____, Page ____, as amended by Certificate of Correction recorded with said Deeds on January 23, 2003 as Instrument No. 1146 in Book ____, Page ____; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds in Book 34644, Page 63, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds in Book 34644, Page 178; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds in Book 34644, Page 188; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880, and; Fourth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 5 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on June 5, 2002, as Instrument No. 567, and Fifth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 6 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on July 22, 2002, as Instrument No. 600; and Sixth Amendment to Master Deed of Robbins Brook Condominium dated September 9, 2002, establishing Phase 7 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on September 18, 2002, as Instrument No. 834; and Amendment of Master Deed and Grant of

MSD 03/11/03 11:11:30 1194 39.00
03/11/03 PLAN NUMBER: 00000193

Easement dated June 26, 2002, and recorded on September 24, 2002, as Instrument No. 279; and Seventh Amendment to Master Deed of Robbins Brook Condominium dated October 18, 2002, establishing Phase 8 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on October 24, 2002 as Instrument No. 498; and Eighth Amendment to Master Deed of Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on December 13, 2002 as Instrument No. 692; and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds in Book 34644, Page 168; and

WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Tinesdale Drive, in said Acton:

Units 20 and 21
all located in Building 7
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 10 are shown on Plan of Land entitled "CONDOMINIUM AS-BUILT SITE PLAN, BUILDING 7 – PHASE 10- UNITS 20-21, ROBBINS BROOK, CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated 3/6/03, 2003 which plan is filed and recorded with said Registry of Deeds herewith as Plan No. 1193 of 2003, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.



Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 5 in Phase 5 of the Robbins Brook Condominium, containing Units 15 and 16, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 4 in Phase 6 of the Robbins Brook Condominium, containing Units 11-14, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 10 in Phase 7 of the Robbins Brook Condominium, containing Units 30-31, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 8 in Phase 8 of the Robbins Brook Condominium, containing Units 22-25, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The Independent Dwelling Building in Phase 9 of the Robbins Brook Condominium, containing Independent Dwelling Units 1 through 24 inclusive, is a three-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is as shown on the Site Plan, and each independent dwelling unit contains from 880 to 1,404 square feet of living area. The eleven-car garage is a one-story wood-framed building, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is also as shown on the Site Plan.

Building 7 in Phase 10 of the Robbins Brook Condominium, containing Units 20-21, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

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EXHIBIT C
TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM
"DESCRIPTION OF UNITS"
Phase 10

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	2.250	3.704
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	2.250	3.704
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	2.250	3.704
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	2.250	3.704
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	2.250	3.704
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	2.250	3.704
11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	2.250	3.704

12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	2.250	3.704
13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	2.250	3.704
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3 B, BR, L	2.250	3.704
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	2.250	3.704
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook 3 B, L, BR, G	2.250	3.704
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	2.250	3.704
19	Village Home Building 6	2,525 s.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	2.250	3.704
20	Village Home Building 7			2.250	3.704
21	Village Home Building 7			2.250	3.704
22	Village Home Building 8	2,627 s.f.	MS, GR, D, K w/nook, BR, L, G, 3B	2.250	3.704
23	Village Home Building 8	2,509 s.f.	K w/nook, GR, MS, D, 3B, G, BR, L	2.250	3.704
24	Village Home Building 8	2,537 s.f.	MS, GR, K w/nook, D, 3B, G, L, BR	2.250	3.704
25	Village Home Building 8	2,637 s.f.	GR, MS, D, K w/nook, 3B, G, B, L	2.250	3.704
30	Village Home Building 10	2,495 s.f.	GR, MS, D, K w/nook, BR, 3B, L,	2.250	3.704

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31	Village Homes Building 10	2,490 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	2.250	3.704	
TOTALS				60.75 %	100 % (rounded)	

NOTES:

LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.

Each Unit has immediate access to common areas through its front, rear, and/or side doors.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.

- Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
	Independent Dwelling Independent Dwelling Building	1,234 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.7980	4.58
	Independent Dwelling Independent Dwelling Building	1,388 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.8447	4.70
	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, P	1.4997	3.82
	Independent Dwelling Independent Dwelling Building	876 s.f.	MS, K, BR, L, 1.5 B, LA, P	1.4997	3.82

7	Independent Dwelling Building	1,012 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20
3	Independent Dwelling Building	1,010 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20
3	Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
1	Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
2	Independent Dwelling Building	1,239 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.7980	4.58
3	Independent Dwelling Building	1,404 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.8448	4.70
4	Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
5	Independent Dwelling Building	917s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95
5	Independent Dwelling Building	886 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
7	Independent Dwelling Building	1,014 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07
3	Independent Dwelling Building	1,009 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07

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2	Independent Dwelling Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
3	Independent Dwelling Independent Dwelling Building	1,026 s.f.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
1	Independent Dwelling Independent Dwelling Building	940 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
4	Independent Dwelling Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
5	Independent Dwelling Independent Dwelling Building	939 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95
5	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
2	Independent Dwelling Independent Dwelling Building	955 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
3	Independent Dwelling Independent Dwelling Building	885 S.F.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
Totals				39.25% *	100% *

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DEPENDENT DWELLING BUILDING NOTES:

L = Living Room; K = Kitchen; B = Bath; BR = Bedroom; MS = Master Suite; G = Garage; DK = Deck; LA = Laundry; P = Patio.

Each Unit has immediate access to common areas through its front and /or second doors.

Those Units having either a deck or a patio shall have an easement, as an appurtenance to the Unit, for the exclusive right to use either the deck or patio.

Those Independent Dwelling Building Units having a Unit Garage Easement shall have an easement, as an appurtenance to the Unit, for the exclusive right to use the garage together with the space outside and in front of it.

The General Percentage Interest and Group Percentage Interests of those Independent Dwelling Building Units having a Unit Garage Easement shall be increased by 0.1256% and 0.32% respectively.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

includes percentage interests attributed to eleven Unit Garage Easements per Independent Dwelling Building Note 5.

Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

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Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.0857% to 1.126% each unit	22.44%	3.82% to 5.02%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

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	UNIT 29	UNIT 28	UNIT 27	UNIT 26
FIRST FLOOR F.F.A.	1430± S.F.	1370± S.F.	1345± S.F.	1420± S.F.
SECOND FLOOR F.F.A.	740± S.F.	455± S.F.	460± S.F.	735± S.F.
TOTAL F.F.A.	2170± S.F.	1825± S.F.	1805± S.F.	2155± S.F.
GARAGE F.A.	380± S.F.	405± S.F.	405± S.F.	380± S.F.

	UNIT 29	UNIT 28	UNIT 27	UNIT 26
GARAGE	180.14	179.48	178.79	178.84
FIRST FLOOR	180.78	180.11	179.46	179.46
SECOND FLOOR	194.08	190.51	189.86	189.81

F.F.A. = FINISH FLOOR AREA. THIS IS THE AREA OR SPACE OF EACH PARTICULAR FLOOR OF THE UNIT, INCLUDING ALL INTERNAL WALLS. THIS AREA EXCLUDES THE AREA OF STAIRWAYS, FIREPLACES AND UNFINISHED BASEMENTS.

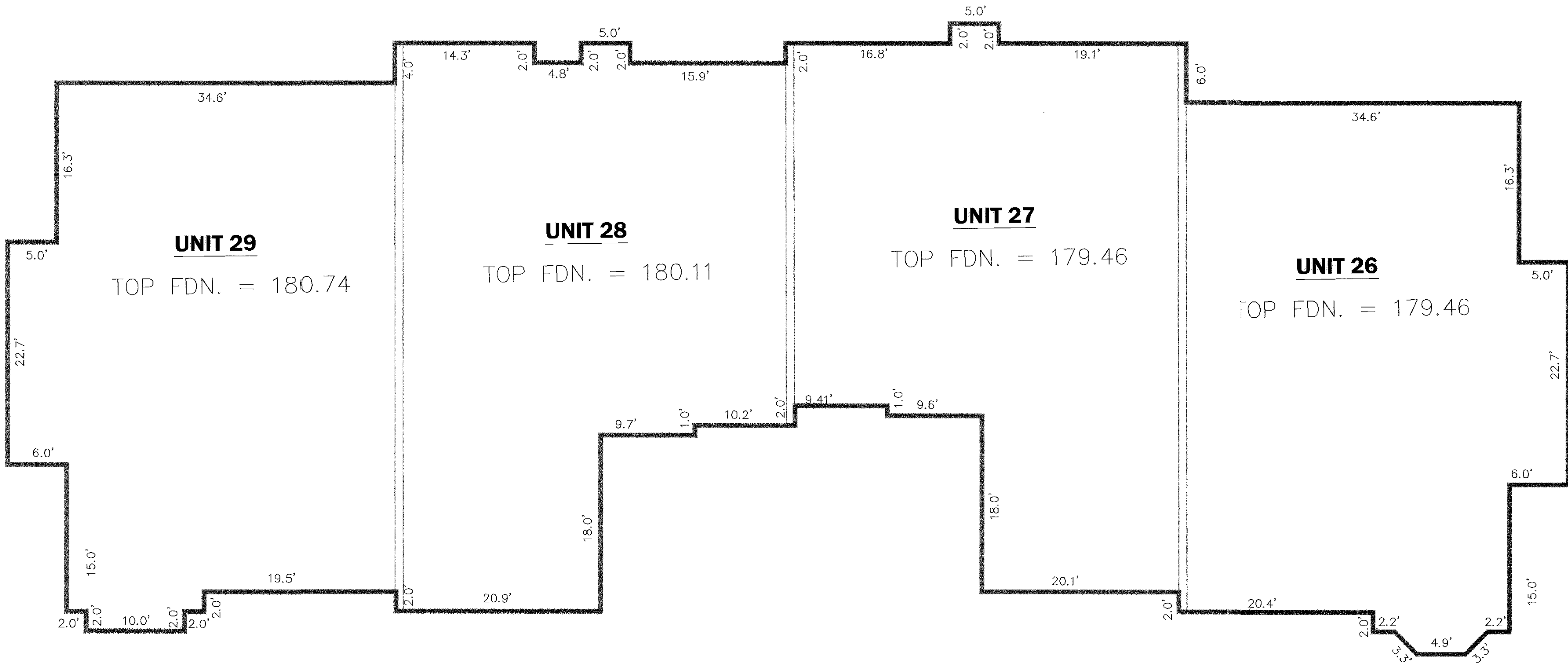
▽ -- DENOTES ENTRANCE OR EXIT TO BUILDING
= -- DENOTES WINDOW

I HEREBY CERTIFY TO THE FOLLOWING:

- THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.
- THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, NUMBER, AND DIMENSIONS OF THE BUILDING AND UNITS AS BUILT AT ROBBINS BROOK CONDOMINIUM.
- THAT THE PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

STEPHEN M. MELESOCIUC, R.L.S.

6/10/03
DATE



AS-BUILT FOUNDATION PLAN

SCALE: 1"=8'

REGISTRY USE ONLY

PLAN NO. 538 (2-2) OF 2003
RECORDED BOOK 38653 PAGE 72

CONDOMINIUM AS-BUILT
FOUNDATION PLAN
BUILDING 9 - PHASE 1.1 - UNITS 26-29

ROBBINS BROOK
CONDOMINIUM
IN
ACTON, MA
Prepared For
PULTE HOMES OF N. E., L.L.C.
257 TURNPIKE ROAD - SUITE 200
SOUTHBOROUGH, MA

Marchionda
& Associates, L.P.
Engineering and
Planning Consultants

62 Montvale Avenue
Suite I
Stoneham, MA 02180
TEL: (781) 438-6121
FAX: (781) 438-9654
Email: engineering@marchionda.com
website: www.marchionda.com

DATE: 6/10/03

\\487-44\ASBUILT\BLDG9\ABFLRPL.DWG

M. & A. NO. 487-44

SCALE: 1"=8'

SHEET 2 OF 3



1. THIS IS A CONDOMINIUM LOCATED ON PARCELS 20 AND 40-1 ON TOWN OF ACTON ASSESSOR'S MAP C-5.
TOTAL PARCEL AREA = 11.9028 ± Ac.
2. ZONING DISTRICT: SMALL MANUFACTURING (SM).
3. PROPERTY LINES ARE FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN FOR: ROPUTE 27 REALTY CORP." DATED 11/10/98, LAST REVISED 6/25/99, BY STAMSKI AND McNARY, INC.
4. ACCORDING TO F.E.M.A./H.U.D. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 25017 60005 C, DATED 1/6/88, THE STRUCTURE IS NOT LOCATED IN AN ESTABLISHED 100 YR. FLOOD HAZARD ZONE.
5. OWNER OF RECORD IS : ACTON ASSISTED LIVING LLC
ACTON, MA
6. FOR FOUNDATION AND BUILDING DIMENSIONS, SEE AS-BUILT FLOOR PLAN SHEETS.

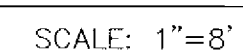
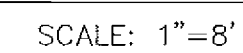
I HEREBY CERTIFY TO THE FOLLOWING:

1. THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS OR WAYS SHOWN ARE: THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.
2. THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, NUMBER, AND DIMENSIONS OF THE BUILDING AND UNITS AS BUILT AT ROBBINS BROOK CONDOMINIUMS.
3. THAT THERE ARE NO STRUCTURAL ENCROACHMENTS ACROSS ANY BOUNDARY LINE OR WAY SHOWN THEREON, AND THAT SAID PREMISES CONFORM TO THE SETBACK REQUIREMENTS OF THE ZONING LAWS OF THE TOWN OF ACTON, MA, WHEN CONSTRUCTED.
4. THAT THE PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

COMMONWEALTH OF MASSACHUSETTS
STEPHEN M. MELESKIUC
No. 35049
PROFESSIONAL
LAND SURVEYOR



SHEET 1 OF 3



TENTH AMENDMENT TO MASTER DEED

OF ROBBINS BROOK CONDOMINIUM

(Adding Phase 11)



Bk: 39652 Pg: 076

Recorded: 06/23/2003

Document: 00000984 Page: 1 of 13

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND, a Michigan Corporation duly organized under law and having a usual place of business at 257 Turnpike Road, Ste. 200, Southborough, Worcester County, Massachusetts, (hereinafter referred to as "Pulte") is the holder of Development Rights pursuant to that certain Assignment and Conveyance of Development Rights recorded with the Middlesex County Registry of Deeds in Book 34644, Page 168 which rights allow Pulte to add Village Home Units to the Robbins Brook Condominium, on land located off of Main Street, Acton, Middlesex County, Massachusetts, said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS PULTE HOME CORPORATION OF NEW ENGLAND has merged into PULTE HOMES OF NEW ENGLAND LLC, a Michigan limited liability company registered to do business in the Commonwealth of Massachusetts, with a place of business located at 257 Turnpike Road, Southborough, Massachusetts, as evidenced by Certificate of Merger recorded with the Middlesex South District Registry of Deeds on January 3, 2003 as Instrument No. 1015 in Book 37557, Page 137, as amended by Certificate of Correction recorded with said Deeds on January 23, 2003 as Instrument No. 1146 in Book 37762, Page 446; and

WHEREAS, the Declarant of the Condominium (Acton Assisted Living, LLC) has caused to be recorded a Master Deed dated January 23, 2002, with the Middlesex South District Registry of Deeds in Book 34644, Page 63, establishing ROBBINS BROOK CONDOMINIUM; First Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 2 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds in Book 34644, Page 178; and Second Amendment to Master Deed of Robbins Brook Condominium dated January 23, 2002 establishing Phase 3 of the Robbins Brook Condominium has been recorded with the Middlesex South district Registry of Deeds in Book 34644, Page 188; and Third Amendment to Master Deed of Robbins Brook Condominium dated April 1, 2002 establishing Phase 4 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on April 11, 2002, as Instrument No. 880, and; Fourth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 5 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on June 5, 2002, as Instrument No. 567, and Fifth Amendment to Master Deed of Robbins Brook Condominium dated May 13, 2002 establishing Phase 6 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on July 22, 2002, as Instrument No. 600; and Sixth Amendment to Master Deed of Robbins Brook Condominium dated September 9, 2002, establishing Phase 7 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on

Easement dated June 26, 2002, and recorded on September 24, 2002, as Instrument No. 279; and Seventh Amendment to Master Deed of Robbins Brook Condominium dated October 18, 2002, establishing Phase 8 of the Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on October 24, 2002 as Instrument No. 498; and Eighth Amendment to Master Deed of Robbins Brook Condominium has been recorded with the Middlesex South Registry of Deeds on December 13, 2002 as Instrument No. 692; and Ninth Amendment to Master Deed of Robbins Brook Condominium dated February 26, 2003 has been recorded with the Middlesex South Registry of Deeds on March 11, 2003 as Instrument No. 1194; and

WHEREAS, the Declarant of the Condominium assigned and conveyed to Pulte the Development Rights relative to the Village Home Units as created by and defined in the Master Deed said Assignment and Conveyance of Development Rights being dated January 23, 2002 and recorded with said Deeds in Book 34644, Page 168; and

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WHEREAS, Paragraph 19 of said Master Deed and the Assignment and Conveyance of Development Rights set forth the manner in which said Master Deed may be amended to add additional Village Home units to Robbins Brook Condominium;

NOW, THEREFORE, Pulte does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed and Assignment and Conveyance of Development Rights by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on Tinesdale Drive, in said Acton:

Units 26, 27, 28 and 29
all located in Building 9
each of which contain 2 stories and a basement and garage

Said Units comprising Phase 11 are shown on Plan of Land entitled "CONDOMINIUM AS-BUILT SITE PLAN, BUILDING 9 – PHASE 11- UNITS 26-29, ROBBINS BROOK CONDOMINIUM in Acton, MA Prepared for Pulte Home Corp. of N.E.", dated 6/10/03, 2003 which plan is filed and recorded with said Registry of Deeds herewith as Plan No. 538 of 2003, and which shows the new building and units being added to the Condominium; and

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest, and a new set of Floor Plans of the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts

General Laws, Chapter 183A.

The Building is constructed of the same materials as the Building in previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

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Executed as a sealed instrument this 13th day of June, 2003.

PULTE HOMES
OF NEW ENGLAND LLC

By: James R. McCabe
Its: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

June 13th, 2003

Then personally appeared the above-named James R. McCabe, authorized signatory for Pulte Homes of New England LLC, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Homes of New England LLC, before me,

Suzanne M. Bourque
Notary Public
My Comm. Exp.: 3/8/2007

**EXHIBIT B
TO THE MASTER DEED
OF
ROBBINS BROOK CONDOMINIUM
DESCRIPTION OF BUILDINGS**

Building 1 in Phase 1 of the Robbins Brook Condominium, containing Units 1 through 4 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 2 in Phase 2 of the Robbins Brook Condominium, containing Units 5 and 6, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 6 in Phase 3 of the Robbins Brook Condominium, containing Units 17 through 19 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 3 in Phase 4 of the Robbins Brook Condominium, containing Units 7 through 10 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 5 in Phase 5 of the Robbins Brook Condominium, containing Units 15 and 16, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 4 in Phase 6 of the Robbins Brook Condominium, containing Units 11-14, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 10 in Phase 7 of the Robbins Brook Condominium, containing Units 30-31, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Building 8 in Phase 8 of the Robbins Brook Condominium, containing Units 22-25, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The Independent Dwelling Building in Phase 9 of the Robbins Brook Condominium, containing Independent Dwelling Units 1 through 24 inclusive, is a three-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is as shown on the Site Plan, and each independent dwelling unit contains from 880 to 1,404 square feet of living area. The eleven-car garage is a one-story wood-framed building, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of said building is also as shown on the Site Plan.

Building 7 in Phase 10 of the Robbins Brook Condominium, containing Units 20-21, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

Order: XLXD87LB5
Project: Robbins Brook Condominium
Units 1-24
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www.mhfi.com
Building 9 in Phase 11 of the Robbins Brook Condominium, containing Units 26-29, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, asphalt roof. The location of said building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

**Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest (Future Phases)**

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 56 currently proposed units are added to the Condominium. If all 56 units are not added to the condominium or units in excess of 56 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium.

Order: 12-07-2021
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Column 1 headed "Units" describes the Unit(s). There are three types of units: The Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and the 31 Village Homes. See sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Section 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

EXHIBIT C
TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM
"DESCRIPTION OF UNITS"
Phase 10

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HomeUseDocs

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
2	Village Home Building 1	2,525 s.f.	GR w/ nook, MS, K, D BR, L, G, 2B, PR	1.960	3.226
3	Village Home Building 1	2,410 s.f.	GR w/ nook, MS, K, D, BR, L, G, 2B, PR	1.960	3.226
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR K w/nook, 2B, BR, L, G	1.960	3.226
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K D, PR, 2B, L, A G, BR	1.960	3.226
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L BR, G	1.960	3.226
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR,	1.960	3.226
11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	1.960	3.226
12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	1.960	3.226

13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	1.960	3.226
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3 B, BR, L	1.960	3.226
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	1.960	3.226
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook 3 B, L, BR, G	1.960	3.226
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.960	3.226
19	Village Home Building 6	2,525 s.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	1.960	3.226
20	Village Home Building 7	2,545 S.F.	GR, MS, D, K w/nook, G, 3B, BR, L	1.960	3.226
21	Village Home Building 7	2,545 s.f.	GR, MS, D, K w/nook, G, 3B, BR, L	1.960	3.226
22	Village Home Building 8	2,627 s.f.	MS, GR, D, K w/nook, BR, L, G, 3B	1.960	3.226
23	Village Home Building 8	2,509 s.f.	K w/nook, GR, MS, D, 3B, G, BR, L	1.960	3.226
24	Village Home Building 8	2,537 s.f.	MS, GR, K w/nook, D, 3B, G, L, BR	1.960	3.226
25	Village Home Building 8	2,637 s.f.	GR, MS, D, K w/nook, 3B, G, B, L	1.960	3.226
26	Village Home Building 9	2,535 s.f.	GR, MS, D, K w/nook, G, 3B, BR, L	1.960	3.226
27	Village Home Building 9	2,210 s.f.	GR, MS, K, D, G, 3B, L	1.960	3.226
28	Village Home Building 9	2,230 s.f.	GR, MS, K, D, G, 3B, BR, L	1.960	3.226
29	Village Home	2,550 s.f.	GR, MS, D, K	1.960	3.226

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	Building 9		w/nook, G, 3B, BR, L		
30	Village Home Building 10	2,495 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	1.960	3.226
31	Village Homes Building 10	2,490 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	1.960	3.226
TOTALS				60.75%	100% (rounded)

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LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.

Each Unit has immediate access to common areas through its front, rear, and/or side doors.

Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot, as shown on the plan recorded herewith.

Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
	Independent Dwelling Independent Dwelling Building	1,234 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.7980	4.58
	Independent Dwelling Independent Dwelling Building	1,388 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.8447	4.70
	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, P	1.4997	3.82
	Independent Dwelling Independent Dwelling Building	876 s.f.	MS, K, BR, L, 1.5 B, LA., P	1.4997	3.82

	Dwelling Building					
	Independent Dwelling Independent Dwelling Building	1,012 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20	
	Independent Dwelling Independent Dwelling Building	1,010 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.6488	4.20	
	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82	
	Independent Dwelling Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82	
	Independent Dwelling Independent Dwelling Building	1,239 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.7980	4.58	
	Independent Dwelling Independent Dwelling Building	1,404 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.8448	4.70	
	Independent Dwelling Independent Dwelling Building	884 s.f.	MS, K, BR., L, 1.5 B, LA, DK	1.4997	3.82	
	Independent Dwelling Independent Dwelling Building	917s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95	
	Independent Dwelling Independent Dwelling Building	886 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82	
	Independent Dwelling Independent Dwelling Building	1,014 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07	

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Independent Dwelling Building	1,009 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5978	4.07
Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	1,026 s.f.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
Independent Dwelling Building	940 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
Independent Dwelling Building	939 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.5507	3.95
Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, DK	1.4997	3.82
Independent Dwelling Building	955 s.f.	MS, K, BR, L, 1.5 B, LA	1.4997	3.82
Independent Dwelling Building	885 S.F.	MS, K, BR, L, 1.75 B, LA	1.4997	3.82
			39.25% *	100% *

DEPENDENT DWELLING BUILDING NOTES:

1. L = Living Room; K = Kitchen; B = Bath; BR = Bedroom; MS = Master Suite; G = Garage; DK = Deck; LA = Laundry; P = Patio.
 2. Each Unit has immediate access to common areas through its front and/or second doors.
 3. Those Units having either a deck or a patio shall have an easement, as an appurtenance to the Unit, for the exclusive right to use either the deck or patio.
 4. Those Independent Dwelling Building Units having a Unit Garage Easement shall have an easement, as an appurtenance to the Unit, for the exclusive right to use the garage together with the space outside and in front of it.
 5. The General Percentage Interest and Group Percentage Interests of those Independent Dwelling Building Units having a Unit Garage Easement increased by 0.1256% and 0.32% respectively.
 6. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.
- * includes percentage interests attributed to eleven Unit Garage Easements per Independent Dwelling Building Note 5.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5(f) and 6(d) of the Master Deed, and Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84%	42.84%	100%
Independent Dwellings	24	.0.857% to 1.126% each unit	22.44%	3.82% to 5.02%
Village Homes	31	1.12% each unit	34.72%	3.225%
Total	56	100%	100%	

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RETURN TO:
GEORGE F. HAZEL
398 ESSEX STREET
BENGLY, MA 01915

Bk: 44911 Pg: 451

**ELEVENTH AMENDMENT TO MASTER DEED
OF ROBBINS BROOK CONDOMINIUM**

Acton, Massachusetts



Bk: 44911 Pg: 451 Doc: AMEND
Page: 1 of 13 03/31/2005 01:17 PM

The undersigned, Acton Assisted Living, LLC, a Massachusetts limited liability company having its principal office at 1123D Central Street, Leominster, Massachusetts 02038 (the "Declarant") being the Declarant of Robbins Brook Condominium (the "Condominium") created by Master Deed dated January 23, 2002 recorded in the Middlesex South District Registry of Deeds (the "Registry") on January 24, 2002 in Book 34644, Page 63; as amended by First Amendment to Master Deed dated January 23, 2002 establishing Phase 2 recorded in the Registry on January 24, 2002 in Book 34644, Page 178; and Second Amendment to Master Deed dated January 23, 2002 establishing Phase 3 recorded in the Registry on January 24, 2002 in Book 34644, Page 188; and Third Amendment to Master Deed dated April 1, 2002 establishing Phase 4 recorded in the Registry on April 11, 2002 in Book 35258 at Page 217; and Fourth Amendment to Master Deed dated May 13, 2002 establishing Phase 5 recorded in the Registry on June 5, 2002 in Book 35621 at Page 245; and Fifth Amendment to Master Deed dated May 13, 2002 establishing Phase 6 recorded in the Registry on July 22, 2002 in Book 35935 at Page 322; and (unnumbered) Amendment of Master Deed and Grant of Easement dated June 26, 2002, recorded in the Registry on September 24, 2002 in Book 36490 at Page 440; and Sixth Amendment to Master Deed dated September 9, 2002 establishing Phase 7 recorded in the Registry on September 18, 2002 in Book 36441 at Page 251; and Seventh Amendment of Master Deed dated October 18, 2002 establishing Phase 8 recorded in the Registry on October 24, 2002 in Book 36805 at Page 344; and Eighth Amendment of Master Deed dated December 10, 2002 adding Phase 9 recorded in the Registry in Book 37359 at Page 162; and Ninth Amendment of Master Deed dated February 26, 2003 establishing Phase 10 recorded in the Registry on March 11, 2003 in Book 38254 at Page 422; and Tenth Amendment of Master Deed dated June 13, 2003 establishing Phase 11 recorded in the Registry in Book 39652 at Page 76; (as so amended, the "Master Deed"), by this Eleventh Amendment to Master Deed of Robbins Brook Condominium pursuant to and in accordance with the provisions of the Master Deed, hereby amends the Master Deed to create Phase 12 of the Condominium to be governed by and subject to the provisions of Chapter 183A of the General Laws of Massachusetts (the "Act").

1. Description of Phase 12.

Phase 12 consists of the Assisted Living Unit as described in Section 7 of the Master Deed. The location of the Assisted Living Unit is on the land designated as "AAL Land" on the condominium site plan recorded with the Master Deed and is more particularly shown on page one of the Plan of Land entitled "Condominium As-Built Site Plan, Building 8, Phase 8 - Unit 22-25, Robbins Brook Condominium in Acton, MA" prepared for Pulte Home Corp. of N.E., dated October 17, 2002, Scale 1" = 40', drawn by Marchionda & Associates, L.P., Engineering and Planning Consultants which plan is recorded in the Middlesex South District Registry of Deeds as Plan No. 1135 of 2002. The Assisted Living Unit is shown as "Assisted Living (80 units) Floor El. = 178.70."

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2. Description of Phase 12 Unit.

The Unit designation of the Assisted Living Unit, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C annexed hereto and incorporated herein. Exhibit C will be amended from time to time, if and to the extent that future phases are created as set forth in the Master Deed.

- i. The boundaries of the Assisted Living Unit and its appurtenances are as defined in Section 7 of the Master Deed.
- iii. The land on which the Assisted Living Unit is constructed, and the Exclusive Use Area appurtenant to the Assisted Living Unit is described on Exhibit F to the Master Deed and is designated as the "AAL Land" on a plan entitled "Master Plan, Robbins Brook Condominium in Acton, MA, Prepared For Pulte Home Corp. of N.E., Scale: 1" = 40', Date: October 26, 2001, Revised December 19, 2001" recorded in the Registry as Plan 72 (1 of 4) of 2002 with the Master Deed. The AAL Land has the nonexclusive easement and right to pass and re-pass over the streets and ways shown on the condominium site plan recorded with the Master Deed for access to and egress from the AAL Land. The AAL Land shall be the Exclusive Use Area (EUA) appurtenant to the Assisted Living Unit.

3. Description of Common Areas and Facilities.

The common areas and facilities with respect to Phase 12 are as defined in Section 8 of the Master Deed.

4. Floor Plans

A set of the floor plans of the Assisted Living Unit, showing the layout, location, unit designation and dimensions of the Assisted Living Unit, and bearing the verified statement of a registered professional engineer certifying that said plans fully and accurately depict the layout, location, unit designation and dimensions of the Assisted Living Unit as built are recorded with this Amendment.

5. Incorporation of Existing Provisions of Master Deed.

Except as described and amended herein, the Assisted Living Unit and the common areas and facilities of Phase 12 shall be subject to and shall have the benefit of all of the provisions of the Master Deed. The provisions of the Master Deed (except as the context thereof clearly indicates to the contrary) are hereby incorporated by this reference into this Eleventh Amendment to Master Deed as if set forth therein verbatim.

Executed as an instrument under seal as of the 29th day of March, 2005.

✓ ACTON ASSISTED LIVING, LLC ~~LLC~~

✓ By: ESSEX ENTERPRISES, LLC, ITS MANAGER

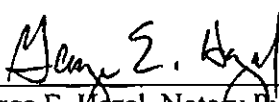
✓ By: HLA MANAGEMENT, LLC, ITS MANAGER

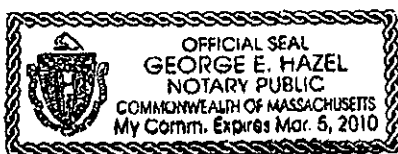
By: 
John F. Doorly, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 19th day of March, 2005, before me, the undersigned notary public, personally appeared John F. Doorly, as Manager of HLA Management, LLC, in its capacity as Manager of Essex Enterprises, LLC, in its capacity as Manager of Acton Assisted Living, LLC, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


George E. Hazel, Notary Public
My Commission Expires: March 5, 2010



Order: XLXD87LB5
Address: 12 Hartland Way
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Exhibit B

Incorporated by reference into and made a part of the Eleventh Amendment to the Master Deed of Robbins Brook Condominium, Acton, Middlesex County, Massachusetts.

Description of Building

Phase 12

The unit that constitutes Phase 12 is the Assisted Living Unit, which is labeled "Assisted Living Building" on the Revised Plan. The Assisted Living Building contains three stories. The building is a wood frame structure with clapboard and vinyl siding. The footings and first floor slab are concrete. There is no basement. The roof is asphalt shingle. There are a total of eighty (80) suites.

The first floor contains the main entry to the unit, a lobby, offices, living room, dining room, private dining room, kitchen, boiler room, electrical room, laundry room, library, exercise room, salon, two staff rooms, storage room, common room, a common bathroom, director's office, 15 suites, a portion of four stairways, and a portion of two elevator shafts. There are two porches, one at a rear exit and one in front of the main entry.

The second floor contains 32 suites, a country kitchen, a resident care room, an office, a janitor's closet, a laundry room, a staff room, a common bathroom, portions of two elevator shafts and portions of four stairways.

The third floor contains 33 suites, a janitor's closet, a common bathroom, a storage room, portions of four stairways and portions of two elevator shafts.

The location of the Assisted Living Unit is shown on the Plan recorded with the Master Deed and on Exhibit F thereto.

The Assisted Living Unit contains 66,371 square feet.

**Schedule C to the Master Deed
ROBBINS BROOK CONDOMINIUM
Percentage Interest**

The following table sets forth the type Units that are currently extant and the undivided interests in the common areas and facilities appurtenant to each unit.

Fifty-four (54) Town Home Units are now proposed to be built and added to the Condominium. As each Town Home Unit is added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each unit shall be in the approximate relation that the fair value of such unit on the date of the master deed bears to the then aggregate fair value of all the units then in the condominium. If additional land and/or Units are added to the condominium in the future, the same procedure shall be followed with respect to such Units.

Column 1 headed "Units" describes the unit(s). There are four types of units: The Assisted Living Unit, 24 Independent Dwellings, 31 Village Homes, and 54 Town Homes, all of which are described in Section 1A of the Master Deed, as amended. No Town Home Units have yet been added to the condominium.

Column 2 headed "Number of Units" sets forth the number of units in a unit group. The unit groups are the Assisted Living Unit, 24 Independent Dwellings, and 31 Village Homes. It is contemplated that 54 Town Homes will be built and added to the condominium. See sections 5, 6 and 7 of the Master Deed and Section 5 of this amendment to the Master Deed, and Sections 5.4, 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all units in a group. Certain expenses are shared only by the owners of units in a designated subgroup - see Sections 5, 6 and 7 of the Master Deed, and the provisions of this amendment to the Master Deed, and Sections 5.4, 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5, 6 and 7 of the Master Deed, and the provisions of Section 5 of this amendment to the Master Deed, and Sections 5.4, 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	42.84 %	42.84 %	100%
Independent Dwellings	24	0.8572 % to 1.1265 each unit	22.44 %	3.82 % to 5.02%
Village Homes	31	1.12 % each unit	34.72 %	3.225 %
Total	56	100%	100%	

EXHIBIT C

TO THE MASTER DEED OF ROBBINS BROOK CONDOMINIUM

"DESCRIPTION OF UNITS"

Phase 12

Unit	Type/Location	Approx. Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Village Home Building 1	2,475 s.f.	GR, MS, D, K W/nook, BR, L, G, 2B, PR	1.12	3.226
2	Village Home Building 1	2,525 s.f.	GR w/nook, MS, K, D, BR, L, G, 2B, PR	1.12	3.226
3	Village Home Building 1	2,410 s.f.	GR w/nook, MS, K, D, BR, L, G, 2B, PR	1.12	3.226
4	Village Home Building 1	2,470 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.12	3.226
5	Village Home Building 2	2,225 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.12	3.226
6	Village Home Building 2	2,255 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.12	3.226
7	Village Home Building 3	2,545 s.f.	GR, MS, D, PR, K w/nook, 2B, BR, L, G	1.12	3.226
8	Village Home Building 3	2,265 s.f.	GR w/nook, MS, K, D, PR, 2B, L, A, G, BR	1.12	3.226
9	Village Home Building 3	2,290 s.f.	MS, GR w/nook, 3B, K, D, L, BR, G	1.12	3.226
10	Village Home Building 3	2,560 s.f.	GR, MS, D, 3B, K w/nook, G, L, BR	1.12	3.226

11	Village Home Building 4	2,545 s.f.	GR, MS, D, 3B, K w/nook, G, BR, L	1.12	3.226
12	Village Home Building 4	2,390 s.f.	K w/nook, GR, MS, D, 3B, BR, L, G	1.12	3.226
13	Village Home Building 4	2,360 s.f.	MS, GR, K w/nook, 3B, D, G, L, BR	1.12	3.226
14	Village Home Building 4	2,550 s.f.	GR, MS, D, K w/nook, G, 3B, BR, L	1.12	3.226
15	Village Home Building 5	2,560 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	1.12	3.226
16	Village Home Building 5	2,565 s.f.	GR, MS, D, K w/nook, 3B, L, BR, G	1.12	3.226
17	Village Home Building 6	2,100 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.12	3.226
18	Village Home Building 6	2,190 s.f.	GR, MS, D, K w/nook, BR, L, G, 2B, PR	1.12	3.226
19	Village Home Building 6	2,525 s.f.	GR, MS, D, K w/nook, BR, L, G, 3B, A	1.12	3.226
22	Village Home Building 8	2,627 s.f.	MS, GR, D, K w/nook, BR, L, G, 3B	1.12	3.226
23	Village Home Building 8	2,509 s.f.	K, w/nook, GR, MS, D, 3B, G, BR, L	1.12	3.226
24	Village Home Building 8	2,537 s.f.	MS, GR, K w/nook, D, 3B, G, L, BR	1.12	3.226
25	Village Home Building 8	2,637 s.f.	GR, MS, D, K w/nook, 3B, G, B, L	1.12	3.226
30	Village Home Building 10	2,495 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	1.12	3.226
31	Village Home Building 10	2,490 s.f.	GR, MS, D, K w/nook, BR, 3B, L, G	1.12	3.226

Totals				34.72%	100%
--------	--	--	--	--------	------

Village Home Notes:

1. LR = Living Room; GR = Great Room, D = Dining Room; K = Kitchen; B = Bath; PR = Powder Room, BR = Bedroom; F = Family Room; MS = Master Suite, L = Loft, G = Garage; A = Attic Storage; M = Mudroom ; BA = Basement/Cellar (unfurnished); DK = Deck; LA = Laundry; S/BR = Study/Bedroom; S = Study.
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding numbered Residential Lot as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added tot he Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

Unit	Type/Location	Approx. Area	Rooms	General Percentage Interest	Group Percentage Interest
101	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82
102	Independent Dwelling Independent Dwelling Building	1,234 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.0278	4.58
103	Independent Dwelling Independent Dwelling Building	1,388 s.f.	MS, K, BR, L, 1.75 B, LA, P	1.0547	4.70
104	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, P	0.8572	3.82
106	Independent Dwelling Independent Dwelling Building	876 s.f.	MS, K, BR, L, 1.5 B, LA, P	0.8572	3.82
107	Independent Dwelling Independent Dwelling Building	1,012 s.f.	MS, K, BR, L, 1.75 B, LA, P	0.9425	4.20
108	Independent Dwelling Independent Dwelling Building	1,010 s.f.	MS, K, BR, L, 1.75 B, LA, P	0.9425	4.20
109	Independent Dwelling Independent Dwelling Building	929 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82

201	Independent Dwelling Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82
202	Independent Dwelling Independent Dwelling Building	1,239 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.0278	4.58
203	Independent Dwelling Independent Dwelling Building	1,404 s.f.	MS, K, BR, L, 1.75 B, LA, DK	1.0547	4.70
204	Independent Dwelling Independent Dwelling Building	884 s.f.	MS, K, BR., L, 1.5 B, LA, DK	0.8572	3.82
205	Independent Dwelling Independent Dwelling Building	917s.f.	MS, K, BR, L, 1.75 B, LA, DK	0.8864	3.95
206	Independent Dwelling Independent Dwelling Building	886 s.f.	MS, K, BR, L, 1.5 B, LA, DK	0.8572	3.82
207	Independent Dwelling Independent Dwelling Building	1,014 s.f.	MS, K, BR, L, 1.75 B, LA, DK	0.9133	4.07
208	Independent Dwelling Independent Dwelling Building	1,009 s.f.	MS, K, BR, L, 1.75 B, LA, DK	0.9133	4.07
209	Independent Dwelling Independent Dwelling Building	935 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82
210	Independent Dwelling Independent Dwelling Building	1,026 s.f.	MS, K, BR, L, 1.75 B, LA	0.8572	3.82

301	Independent Dwelling Independent Dwelling Building	940 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82
304	Independent Dwelling Independent Dwelling Building	884 s.f.	MS, K, BR, L, 1.5 B, LA, DK	0.8572	3.82
305	Independent Dwelling Independent Dwelling Building	939 s.f.	MS, K, BR, L, 1.75 B, LA, DK	0.8864	3.95
306	Independent Dwelling Independent Dwelling Building	880 s.f.	MS, K, BR, L, 1.5 B, LA, DK	0.8572	3.82
309	Independent Dwelling Independent Dwelling Building	955 s.f.	MS, K, BR, L, 1.5 B, LA	0.8572	3.82
310	Independent Dwelling Independent Dwelling Building	885 S.F.	MS, K, BR, L, 1.75 B, LA	0.8572	3.82
Totals				22.44%*	100% *

INDEPENDENT DWELLING BUILDING NOTES:

1. L = Living Room; K = Kitchen; B = Bath; BR = Bedroom; MS = Master Suite; G = Garage; DK = Deck; LA = Laundry; P = Patio.
2. Each Unit has immediate access to common areas through its front and /or second doors.
3. Those Units having either a deck or a patio shall have an easement, as an appurtenance to the Unit, for the exclusive right to use either the deck or patio.
4. Those Independent Dwelling Building Units having a Unit Garage Easement shall have an easement, as an appurtenance to the Unit, for the exclusive right to use the garage together with the space outside and in front of it.
5. The General Percentage Interest and Group Percentage Interests of those Independent Dwelling Building Units having a Unit Garage Easement shall be increased by 0.0718% and 0.32% respectively.

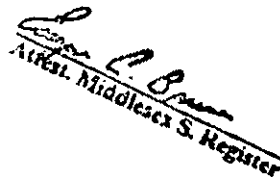
6. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

* includes percentage interests attributed to eleven Unit Garage Easements per Independent Dwelling Building Note 5

Unit	Type/Location	Approx. Area	Rooms	General Percentage Interest	General Percentage Interest
Assisted Living	Assisted Living Unit Assisted Living	66,371 sq. ft.	94 BR, 2 BA, 80 3/4 BA, 8 PR, 3 K, 80 KTE, 3 LA, 50 L, 4 DR, 2P, 1 PO, 6 LO, 1GR, 9 O, 2 S, 1 LB, 1E, 1B, 1G, 1 BY, 1M	42.84	42.84
Totals				100%	100%

Assisted Living Notes:

1. L = Living Room; GR = Great Room; DR = Dining Room; K = Kitchen; KTE = Kitchenette; LA = Laundry; BA = Bath; 3/4 BA = 3/4 Bathroom; PR = Powder Room; BR = Bedroom; S = Staff Room; P = Patio, P = Porch, LO = Lounge; LB = Library; E = Exercise Room; B = Bank Room; G = General Store; BY = Beauty Shop; M = Mail Room; O = Office
2. The Unit has immediate access to common areas through its front, rear, and/or side doors.
3. The Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of areas designated "Assisted Living Unit EUA" by the Master Deed as amended.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.


Attest. Middlesex S. Register

QUITCLAIM DEED

I, **Hedley F. Osmond**, of 33 Oxbow Road, Wayland, Massachusetts 01778, for One Hundred Thirty Five Thousand and 00/100 (\$135,000.00) paid **grant to Acton Assisted Living LLC**, a limited liability company, whose address is c/o Vazza Associates, 150 Wood Road, Braintree, Massachusetts,

with quitclaim covenants,

that certain parcel of land, together with all buildings and improvements thereon, situated at 5 Eastern Road, Acton, Commonwealth of Massachusetts, bounded and described as follows:

See legal description attached as Exhibit A.

Address of Grantee: c/o Vazza Associates, 150 Wood Road,
Braintree, MA

Address of Premises: 5 Eastern Road, Acton, MA

Witness my hand and seal this 23rd day of JUNE, 1999.

Hedley F. Osmond
Hedley F. Osmond

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 23, 1999

Then personally appeared the above name Hedley F. Osmond and acknowledged the foregoing instruments to be his free act and deed, before me,

Paul Feldman
Notary Public **PAUL FELDMAN**
My commission expires: 10/23/03

J:\SERINO\TITLES\159\DEED.OSM

JOHN G. SERINO
DAVIS, MALM & D'AGOSTINE
One Boston Place
Boston, MA 02108-4470

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

06/25/99 12:55PM 01
000000 #2414

\$615.60

\$615.60

CANCELLED
CAMERIDGE
DEEDS REGIS
MIDDLE SOUTH

615.60 ***

06/25/99 11:05:45

311

25.00

615.60

#571

23

EXHIBIT A

Legal Description Attached to Deed of Hedley F. Osmond

Parcel 1

the land in

A certain parcel of land, situated in Acton, Middlesex County, Massachusetts and being shown as Parcel "B" on plan entitled, "Plan of Land in Acton, Massachusetts. Owners: Paul & Isabell Lumsden and Deck House Inc.", dated March 14, 1979, by R. D. Nelson, Civil Engineers, to be recorded in plan Book 13690, Page 092, bounded and described as follows:

WESTERLY	By land of Deck House, Inc., as shown on said plan, one hundred ninety and 34/100 (190.34) feet; and
NORTHEASTERLY	By land now or formerly of Realesco, Inc., as shown on said plan, one hundred ten and 80/100 (110.80) feet; and
SOUTHEASTERLY	By Lot 3A, as shown on said plan, one hundred fifty (150.00) feet.

Containing, according to said plan, 8,302 square feet.

Said premises are conveyed subject to and with the benefit of easements, restrictions and agreements or record, if and there be, insofar as the same are now in force and applicable.

Being the same premises conveyed to the Grantor in a deed recorded with the Middlesex Registry of Deeds from Lillian D. Charles in Book 14329, Page 277, dated June 24, 1981.

Parcel 2

A certain parcel of land, situated in Acton, Middlesex County, Massachusetts, and being shown as Parcel 3A as shown on a plan entitled, "Plan of Land in Acton, Massachusetts; OWNERS: Paul & Isabell Lumsden and Deck House, Inc." dated March 14, 1979, by R.D. Nelson, Civil Engineers, to be recorded in Plan Book 13690, Page 092 with said registry of deeds, bounded and described as follows:

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

SOUTHERLY &
EASTERLY:

By the curved line of Eastern Road, as shown on said plan, by two courses measuring twenty-eight and 92/100 (28.92) feet, and one hundred eleven and 02/100 (111.02) feet;

SOUTHWESTERLY:

By Parcel "A", as shown on said Plan one hundred twenty-two and 63/100 (122.63) feet;

NORTHWESTERLY:

By Parcel "B", as shown on said plan one hundred fifty (150.00) feet;

NORTHEASTERLY:

By land now or formerly of Realesco, Inc., as shown on said plan, two hundred thirty-two and 51/100 (232.51) feet; and

SOUTHEASTERLY:

By land now or formerly of Anthony J. & Louise Antico one hundred sixty-nine and 27/100 (169.27) feet.

Containing 31,764 square feet, according to said plan.

This parcel is subject to and is conveyed with the benefit of easements, restrictions and agreement of record, if there are any, insofar as the same are now in force and applicable.

For title of Grantor see Deed of Lillian D. Charles, Executrix in Book 14329, Page 276.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

QUITCLAIM DEED

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with quitclaim covenants,

that certain parcel of land, together with all buildings and improvements thereon, situated at 5 Eastern Road, Acton, Commonwealth of Massachusetts, bounded and described as follows:

See legal description attached as Exhibit A.

Address of Grantee: c/o Vazza Associates, 150 Wood Road,
Braintree, MA

Address of Premises: 5 Eastern Road, Acton, MA

Witness my hand and seal this 23rd day of JUNE, 1999.

Hedley F. Osmond
Hedley F. Osmond

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

June 23, 1999

Then personally appeared the above name Hedley F. Osmond and acknowledged the foregoing instruments to be his free act and deed, before me,

Paul Feldman
Notary Public **PAUL FELDMAN**
My commission expires: 10/23/03

J:\SERINO\TITLES\159\DEED.OSM

JOHN G. SERINO
DAVIS, MALM & D'AGOSTINE
One Boston Place
Boston, MA 02108-4470

Order: XLXD87LB5
Address: 12 Hartland Way
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Document not for resale
HomeWiseDocs

06/25/99 12:55PM 01
000000 #2414

FEZ \$615.60

06/25/99 12:55PM 01
000000 #2414

CANCELLED
CAMERIDGE
DEEDS REGISTRY
MIDDLE SOUTH

615.60 ***

06/25/99 11:55:45

311

25.00

615.60

#571

23

EXHIBIT A

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WESTERLY	By land of Deck House, Inc., as shown on said plan, one hundred ninety and 34/100 (190.34) feet; and
NORTHEASTERLY	By land now or formerly of Realesco, Inc., as shown on said plan, one hundred ten and 80/100 (110.80) feet; and
SOUTHEASTERLY	By Lot 3A, as shown on said plan, one hundred fifty (150.00) feet.

Containing, according to said plan, 8,302 square feet.

Said premises are conveyed subject to and with the benefit of easements, restrictions and agreements or record, if and there be, insofar as the same are now in force and applicable.

Being the same premises conveyed to the Grantor in a deed recorded with the Middlesex Registry of Deeds from Lillian D. Charles in Book 14329, Page 277, dated June 24, 1981.

Parcel 2

A certain parcel of land, situated in Acton, Middlesex County, Massachusetts, and being shown as Parcel 3A as shown on a plan entitled, "Plan of Land in Acton, Massachusetts; OWNERS: Paul & Isabell Lumsden and Deck House, Inc." dated March 14, 1979, by R.D. Nelson, Civil Engineers, to be recorded in Plan Book 13690, Page 092 with said registry of deeds, bounded and described as follows:

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

SOUTHERLY &
EASTERLY:

By the curved line of Eastern Road, as shown on said plan, by two courses measuring twenty-eight and 92/100 (28.92) feet, and one hundred eleven and 02/100 (111.02) feet;

SOUTHWESTERLY:

By Parcel "A", as shown on said Plan one hundred twenty-two and 63/100 (122.63) feet;

NORTHWESTERLY:

By Parcel "B", as shown on said plan one hundred fifty (150.00) feet;

NORTHEASTERLY:

By land now or formerly of Realesco, Inc., as shown on said plan, two hundred thirty-two and 51/100 (232.51) feet; and

SOUTHEASTERLY:

By land now or formerly of Anthony J. & Louise Antico one hundred sixty-nine and 27/100 (169.27) feet.

Containing 31,764 square feet, according to said plan.

This parcel is subject to and is conveyed with the benefit of easements, restrictions and agreement of record, if there are any, insofar as the same are now in force and applicable.

For title of Grantor see Deed of Lillian D. Charles, Executrix in Book 14329, Page 276.

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

NOTE:

1. THIS PLAN IS BASED ON THE REFERENCED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS ONLY, AND IS NOT CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ABUTTING PROPERTIES ARE FROM CURRENT ASSESSOR'S RECORDS.
2. PROPERTY LINES ARE FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN; FOR ROUTE 27 REALTY CORP." DATED 11/10/98, LAST REVISED 02/05/03, BY STAMSKI AND MCNARY, INC.
3. THIS IS A CONDOMINIUM LOCATED ON PARCELS 6, 6-1, 8, 20, AND 39-2 ON TOWN OF ACTON ASSESSOR'S MAP C-5. TOTAL PARCEL AREA = 23.053 AC.±

RECORD OWNERS

MIG GROUP, LLC
21 ALPINE LANE
CHELMSFORD, MA 01824
(TOWN MAP C-5 PARCEL 6)

MERIDIAN SENIOR LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCELS 6-1 & 39-2)

ACTON ASSISTED LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCEL 8)

CONDO. OWNERS AT ROBBINS BROOK
DEVON DRIVE
HARTLAND WAY
TINSDALE DRIVE
ACTON, MA 01720
(TOWN MAP C-5 PARCEL 20)

Order: XLXD87LB5
Surveyed: Hartland Way
Date: 01-07-2021
Document not for resale
HomeWiseDocs

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 19158 PAGE 050
DEED BOOK 14329 PAGE 276
DEED BOOK 30341 PAGE 002
DEED BOOK 30341 PAGE 010
DEED BOOK 13690 PAGE 002
DEED BOOK 27340 PAGE 228
PLAN 254 OF 1977
PLAN 323 OF 1980
PLAN 410 OF 1979
PLAN 1338 OF 1985
PLAN 1004 OF 2001
PLAN 72 OF 2002
PLAN 1015 OF 2002

ACTON TOWN MAPS
MAP C-5 PARCEL 6, 6-1, 8, 20 & 39-2

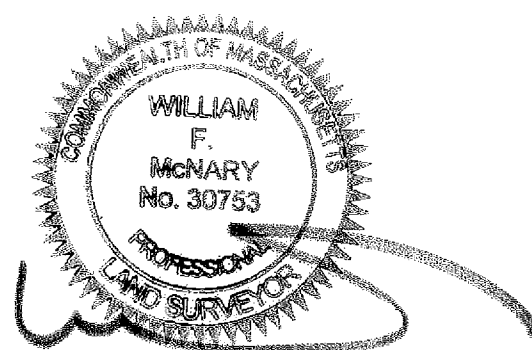
ZONING DISTRICT

SM - SMALL MANUFACTURING
GROUNDWATER PROTECTION DISTRICT ZONES 2/3

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF OWNERSHIP OR FOR NEW WAYS ARE SHOWN; AND THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

20 MAR 05
DATE

REGISTERED PROFESSIONAL LAND SURVEYOR



PLAN NO. 372 (2 of 3) OF 2005
RECORDED BOOK PAGE

372-2



(SEE SHEET 3)

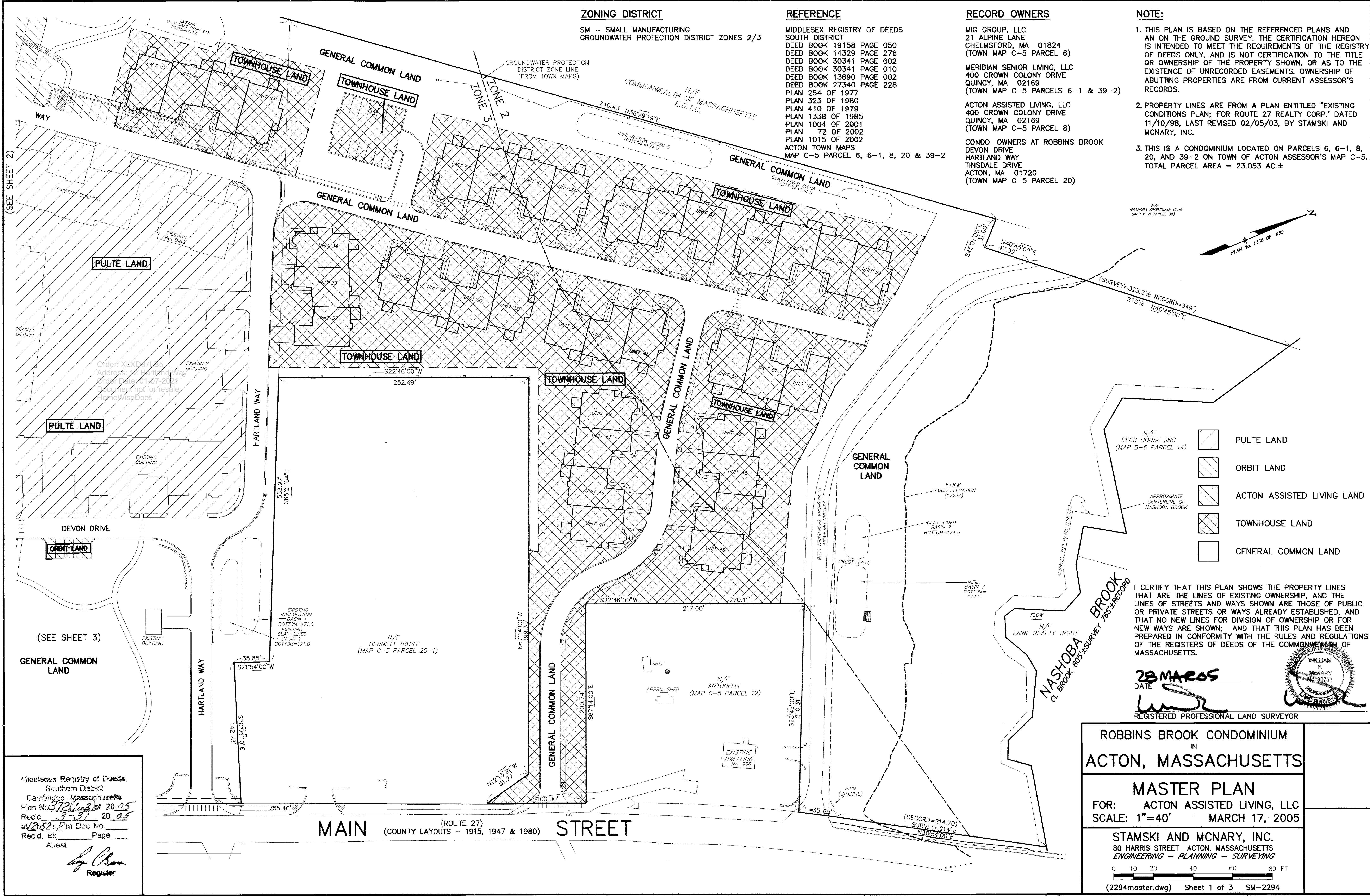
(SEE SHEET 1)

ROBBINS BROOK CONDOMINIUM
IN
ACTON, MASSACHUSETTS

MASTER PLAN
FOR: ACTON ASSISTED LIVING, LLC
SCALE: 1"=40' MARCH 17, 2005

STAMSKI AND MCNARY, INC.
80 HARRIS STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING

0 10 20 40 60 80 FT
(2294master.dwg) Sheet 2 of 3 SM-2294



ZONING DISTRICT

SM - SMALL MANUFACTURING
GROUNDWATER PROTECTION DISTRICT ZONES 2/3

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 19158 PAGE 050
DEED BOOK 14329 PAGE 276
DEED BOOK 30341 PAGE 002
DEED BOOK 30341 PAGE 010
DEED BOOK 13690 PAGE 002
DEED BOOK 27340 PAGE 228
PLAN 254 OF 1977
PLAN 323 OF 1980
PLAN 410 OF 1979
PLAN 1338 OF 1985
PLAN 1004 OF 2001
PLAN 72 OF 2002
PLAN 1015 OF 2002
ACTON TOWN MAPS
MAP C-5 PARCEL 6, 6-1, 8, 20 & 39-2

RECORD OWNERS

MIG GROUP, LLC
21 ALPINE LANE
CHELMSFORD, MA 01824
(TOWN MAP C-5 PARCEL 6)

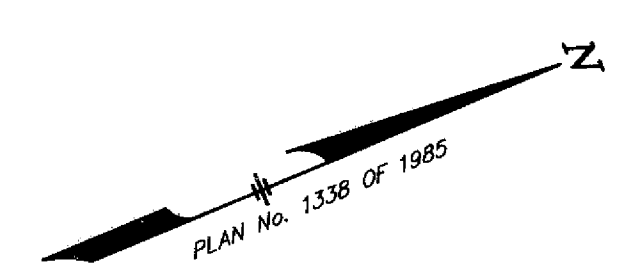
MERIDIAN SENIOR LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCELS 6-1 & 39-2)

ACTON ASSISTED LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCEL 8)

CONDO. OWNERS AT ROBBINS BROOK
DEVON DRIVE
HARTLAND WAY
TINSDALE DRIVE
ACTON, MA 01720
(TOWN MAP C-5 PARCEL 20)

NOTE:

1. THIS PLAN IS BASED ON THE REFERENCED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS ONLY, AND IS NOT CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ABUTTING PROPERTIES ARE FROM CURRENT ASSESSOR'S RECORDS.
2. PROPERTY LINES ARE FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN; FOR ROUTE 27 REALTY CORP." DATED 11/10/98, LAST REVISED 02/05/03, BY STAMSKI AND MCNARY, INC.
3. THIS IS A CONDOMINIUM LOCATED ON PARCELS 6, 6-1, 8, 20, AND 39-2 ON TOWN OF ACTON ASSESSOR'S MAP C-5. TOTAL PARCEL AREA = 23.053 AC.±

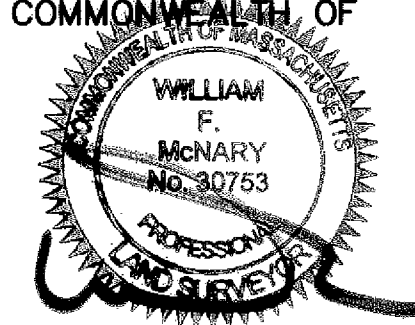


- PULTE LAND
- ORBIT LAND
- ACTON ASSISTED LIVING LAND
- TOWNHOUSE LAND
- GENERAL COMMON LAND

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF OWNERSHIP OR FOR NEW WAYS ARE SHOWN; AND THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

28 MAR 05
DATE

REGISTERED PROFESSIONAL LAND SURVEYOR



**ROBBINS BROOK CONDOMINIUM
IN
ACTON, MASSACHUSETTS**

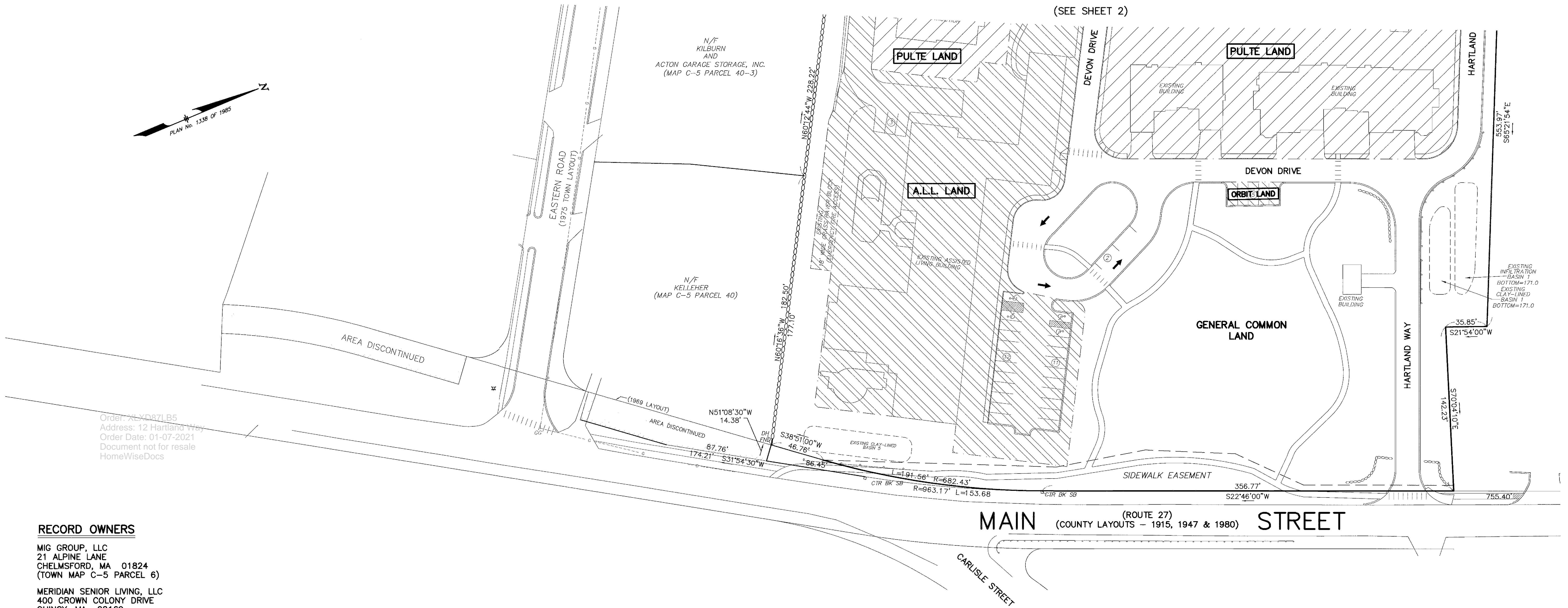
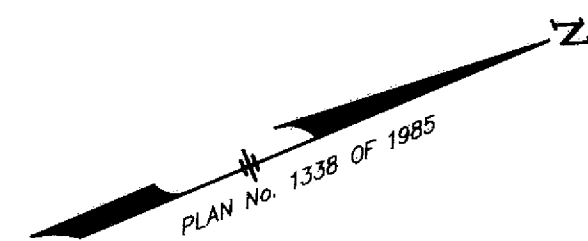
MASTER PLAN
FOR: ACTON ASSISTED LIVING, LLC
SCALE: 1"=40' MARCH 17, 2005

STAMSKI AND MCNARY, INC.
80 HARRIS STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING
0 10 20 40 60 80 FT
(2294master.dwg) Sheet 1 of 3 SM-2294

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 372-1 of 20 05
Rec'd. 3-31-05
at 2:52 PM Doc No. _____
Rec'd. Bk. _____ Page _____
Attest

Register

PL# 372 3-31-05 12:52 PM



RECORD OWNERS

MIG GROUP, LLC
21 ALPINE LANE
CHELMSFORD, MA 01824
(TOWN MAP C-5 PARCEL 6)

MERIDIAN SENIOR LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCELS 6-1 & 39-2)

ACTON ASSISTED LIVING, LLC
400 CROWN COLONY DRIVE
QUINCY, MA 02169
(TOWN MAP C-5 PARCEL 8)

CONDO. OWNERS AT ROBBINS BROOK
DEVON DRIVE
HARTLAND WAY
TINSDALE DRIVE
ACTON, MA 01720
(TOWN MAP C-5 PARCEL 20)

ZONING DISTRICT

SM - SMALL MANUFACTURING
GROUNDWATER PROTECTION DISTRICT ZONES 2/3

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 19158 PAGE 050
DEED BOOK 14329 PAGE 276
DEED BOOK 30341 PAGE 002
DEED BOOK 30341 PAGE 010
DEED BOOK 13690 PAGE 002
DEED BOOK 27340 PAGE 228
PLAN 254 OF 1977
PLAN 323 OF 1980
PLAN 410 OF 1979
PLAN 1338 OF 1985
PLAN 1004 OF 2001
PLAN 72 OF 2002
PLAN 1015 OF 2002

ACTON TOWN MAPS
MAP C-5 PARCEL 6, 6-1, 8, 20 & 39-2

NOTE:

- THIS PLAN IS BASED ON THE REFERENCED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS ONLY, AND IS NOT CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ADJUTING PROPERTIES ARE FROM CURRENT ASSESSOR'S RECORDS.
- PROPERTY LINES ARE FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN; FOR ROUTE 27 REALTY CORP." DATED 11/10/98, LAST REVISED 02/05/03, BY STAMSKI AND MCNARY, INC.
- THIS IS A CONDOMINIUM LOCATED ON PARCELS 6, 6-1, 8, 20, AND 39-2 ON TOWN OF ACTON ASSESSOR'S MAP C-5. TOTAL PARCEL AREA = 23.053 AC.±

ROBBINS BROOK CONDOMINIUM
IN
ACTON, MASSACHUSETTS

MASTER PLAN

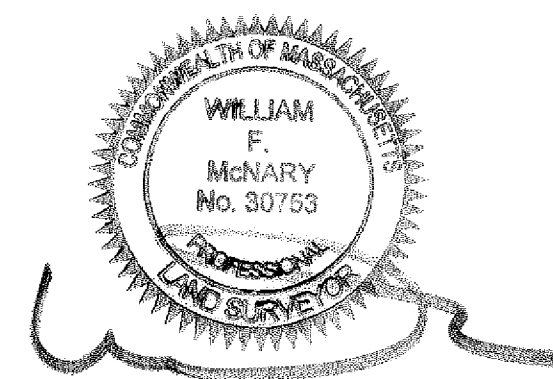
FOR: ACTON ASSISTED LIVING, LLC
SCALE: 1"=40' MARCH 17, 2005

STAMSKI AND MCNARY, INC.
80 HARRIS STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING

0 10 20 40 60 80 FT
(2294master.dwg) Sheet 3 of 3 SM-2294

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF OWNERSHIP OR FOR NEW WAYS ARE SHOWN; AND THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

28 MAR 05
DATE



REGISTERED PROFESSIONAL LAND SURVEYOR

PLAN NO. 372(343) OF 2005
RECORDED BOOK PAGE

372-3

3802

QUITCLAIM DEED

Route 27 Realty Corporation, a Massachusetts corporation whose address is c/o Vazza Associates, 150 Wood Road, Braintree, Massachusetts 02184 for consideration paid, and in full consideration of One Hundred and 00/00 (\$100.00) Dollars,
GRANTS TO, Acton Assisted Living LLC, a Massachusetts limited liability company whose address is c/o Vazza Associates, 150 Wood Road, Braintree, Massachusetts 02184, the following described real property situated in the County of Middlesex, Commonwealth of Massachusetts,

with quitclaim covenants,

See legal description attached hereto as Exhibit "A" and made a part hereof by express reference thereto.

Together with all buildings and other improvements located thereon, and together with all rights and appurtenances in any manner appertaining or belonging to said property.

Address of property: 872 N. Main Street, Acton, MA

Address of grantee: c/o Vazza Associates, 150 Wood Road, Braintree, MA

In Witness Whereof the said Grantor has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer this 24th day of June, 1999.

Route 27 Realty Corporation

By:

Stephen F. Vazza, President

By:

Richard W. Vazza, Treasurer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

ON THIS 24th day of June, 1999, before me appeared Stephen F. Vazza and Richard W. Vazza, to me personally known, who being by me duly sworn, acknowledged said instrument to be their free act and deed as such President and Treasurer and the free act and deed of said corporation.

Paul L. Feldman, Notary Public

My commission expires: 10/23/03

J:\SER\IN\TITLES\159\DEED2.WPD

Order: XLXD87LB5
 Address: 12 Hartland Way
 Order Date: 01-07-2021
 Document not for resale
 HomeWiseDocs

EXHIBIT "A"

Legal Description

Premises situated in that part of Acton Called North Acton, County of Middlesex and State of Massachusetts, to wit:

Beginning at the most Southerly corner of the premises herein described at iron pipe, land of John E. Murphy and Main Street, thence running North 60 degrees 8' 50" West 919.15 feet by land of said Murphy, partly by stone wall, to the land of the New York, New Haven and Hartford Railroad; thence turning and running N 38 degrees 31' 30" East by land of said railroad 549.52 feet to a point; thence turning and running South 65 degrees 23' 20" East 642.42 feet to a point; thence turning and running South 21 degrees 54' West 35.85 feet to a point; thence turning and running South 70 degrees 4' 10" East 142.23 feet to said Main Street, thence turning and running South 22 degrees 46' West 356.77 feet; thence on a radius of 963.17 feet, len. 153.68 feet; thence South 31 degrees 54' 30" West 83.75 feet to the point of beginning, the last three courses being along Main Street, containing 11.24 acres, more or less.

Excepting therefrom Parcel A and Lot 2A as shown on the plan recorded with the Middlesex South District Registry of Deeds in Book 13163, Page End.

Meaning and intending to convey those premises described in deed to Wickes Lumber Company recorded in Book 19158, Page 50.

Vazza Deed

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

X-N

QUITCLAIM DEED

WICKES COMPANIES, INC., a Delaware corporation ("Grantor"), whose address is 3340 Ocean Park Boulevard, Santa Monica, California 90405, in consideration of the sum of \$500,000.00, does hereby remise, release and forever quitclaim covenant to WICKES LUMBER COMPANY, a Delaware corporation ("Grantee"), whose address is 706 Deerpath Drive, Vernon Hills, Illinois 60061, the following described real property situated in the County of Middlesex, State of Massachusetts, to-wit:

See legal description attached hereto as Exhibit "A" and made a part hereof by express reference thereto.

Together with all buildings and other improvements located thereon, and together with all rights, members and appurtenances in any manner appertaining or belonging to said property.

Address of property: 886 N. Main Street, Acton, MA.

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its Senior Vice President and Assistant Secretary hereto duly authorized this 26th day of April, 1988.

ATTEST:

WICKES COMPANIES, INC.

Thomas A. Seifert
Thomas A. Seifert
Assistant Secretary

By Ronald D. Strongwater
Ronald D. Strongwater
Senior Vice President

APPROVED
THE
LEGAL

CANCELLED
CANCELED

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 26th day of April, 1988, before me appeared Ronald D. Strongwater, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President of Wickes Companies, Inc., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Ronald D. Strongwater acknowledged said instrument to be the free act and deed of said corporation.

"OFFICIAL SEAL"
SARAH T. STILLWELL

Notary Public, State of Illinois
My Commission Expires 7/25/91

Sarah T. Stillwell
Sarah T. Stillwell
Notary Public

This instrument prepared by:
S. Naseem Anjam
Attorney at Law
1400 S. Wolf Road/Bldg. 200
Wheeling, IL 60090

Send subsequent tax bills to:
Wickes Lumber Company
706 Deerpath Drive
Vernon Hills, IL 60061
Attn: Property Tax Dept.

Order: XL
Address: 1
Order Date: 01-07-2021
Document not for resale
HomeWiseDocs

*** MASS. EXCISE TAX: 1140.30 ***

MD 06/30/88 09:09:26 38 25.30

CANCELLED
000072

PARCEL 1 (Lot 3)

The land with the buildings thereon situated in that part of Acton called North Acton, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the most Southerly corner of the premises on the Lowell Road, sometimes called Main Street, and at land formerly of John Kennahan, later of Clarence Frost, and thence running North $61\frac{3}{8}^{\circ}$ West as the wall stands to land now or formerly of the Lowell & Framingham Railroad Company; thence Northeasterly on said Railroad land to land now or formerly of Edward Tuttle; thence South $46\frac{1}{2}^{\circ}$ East by said Tuttle land thirty-one (31) feet; thence Northeasterly by said Tuttle land twenty-one rods and four links to the brook; thence Southerly and Southeasterly on said brook to said Main Street; and thence Southwesterly by several angles on said Main Street to the point of beginning.

Excepting and excluding from the above premises conveyances made and rights granted to the Nashoba Rod and Gun Club and to Arthur B. Antonelli et ux. See Middlesex South District Deeds Book 7229 Page 195 and Book 8770 Page 77.

PARCEL 2 (Lot 1A)

Premises situated in that part of Acton called North Acton, County of Middlesex and State of Massachusetts, to-wit:

Beginning at the most Southerly corner of the premises herein described at iron pipe, land of John E. Murphy and Main Street, thence running North $60^{\circ} 8' 50''$ West 919.15 feet by land of said Murphy, partly by stone wall, to the land of the New York, New Haven and Hartford Railroad; thence turning and running N $38^{\circ} 31' 30''$ East by land of said railroad 549.52 feet to a point; thence turning and running South $65^{\circ} 23' 20''$ East 646.42 feet to a point; thence turning and running South $21^{\circ} 54'$ West 35.85 feet to a point; thence turning and running South $70^{\circ} 4' 10''$ East 142.23 feet to said Main Street, thence turning and running South $22^{\circ} 46'$ West 356.77 feet; thence on a radius of 963.17 feet, len. 153.68 feet; thence South $31^{\circ} 54' 30''$ West 83.75 feet to the point of beginning, the last three courses being along Main Street, containing 11.24 acres, more or less.

Excepting therefrom Parcel A and Lot 2A as shown on the plan recorded with the Middlesex South District Registry of Deeds in Book 13163, Page End.

Middlesex South Registry of Deeds Electronically Recorded Document

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Recording Information

Document Number	: 242180
Document Type	: VOTE
Recorded Date	: November 05, 2012
Recorded Time	: 02:18:41 PM
Recorded Book and Page	: 60419 / 344
Number of Pages(including cover sheet)	: 3
Receipt Number	: 1480481
Recording Fee	: \$75.00

Middlesex South Registry of Deeds
Eugene C. Brune, Register
Address: 12 North End Way
Cambridge, Massachusetts 02141
617/679-6310
Document for resale
HomeWiseDocs

**CONSENT OF SOLE MANAGER OF
NIC REALTY, LLC**

The undersigned, in my capacity as the sole manager of NIC Realty LLC (the "**Company**"), a Massachusetts limited liability company, having obtained the unanimous vote in support of the following from the Members of the Company, hereby consents to and adopts the following votes:

- VOTED: The Company shall sell to Stephen F. Vazza, as trustee of the LNHL RB2012 Realty Trust all the development rights, together with all rights and interests in and to the building sites associated therewith held by the Company in and to Units 32, 33, 34, 44, 45, 50, 51, 52, 77, 78, 79, 80, 81, 82, 83 and 84 (the "**Development Rights**") established under and identified in:
- (a) the Master Deed of the Robbins Brook Condominium of Acton, Massachusetts dated January 23, 2002 recorded in Book 34644, Page 63 of the Middlesex County South District Registry of Deeds (the "**Registry**"), as amended (as amended, the "**Master Deed**"); and
 - (b) that plan dated March 17, 2005 drawn by Stamski and McNary, Inc. entitled "Robbins Brook Condominium in Acton, Massachusetts, Master Plan for Acton Assisted Living, LLC, Scale 1"=40' recorded at the Registry as Plan No. 372 of 2005 (the "**Master Plan**").

for a total sale price of \$750,000.00 and to execute, deliver, and, as necessary and appropriate, record and file such documents as one or more of the Authorized Officers (defined below) deems in the exercise of his/her reasonable business judgment, necessary, appropriate, expedient or convenient to such acquisition.

FURTHER
VOTED:

That one or both of Robert P. Pace and Nicole Pace, as the Managers of the Company (the "**Authorized Officers**"), are singly or together authorized to execute on behalf of the Company to execute and deliver the deed/assignment of the Development Rights and such other documents, instruments and agreements as one or more of the Authorized Officers may deem necessary or appropriate in connection therewith.

Entered into under seal this this 2ND day of NOVEMBER, 2012.

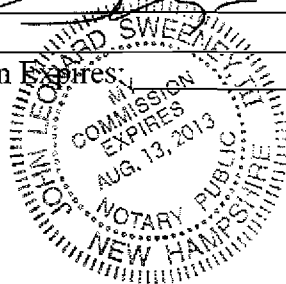
Nicole Pace, manager
 Nicole Pace (formerly Nicole Alward)
 Manager of NIC Realty, LLC

~~COMMONWEALTH~~/ STATE OF New Hampshire

County of Hillsborough Nov. 2, 2012

Before me personally appeared the above-named Nicole Pace (formerly Nicole Alward), proved to me through satisfactory evidence of identification, which was Driver's license, to be the person who signed the preceding document in my presence, and who acknowledged to me that she signed it voluntarily for its stated purpose as one of the two managers of NIC Realty, LLC.

Notary Public: _____
 My Commission Expires: _____



We, JOHN F. CANESSA and INEZ M. CANESSA, husband and wife, tenants by the entirety, formerly of Lexington, County of Middlesex and Commonwealth of Massachusetts, and now of Acton in said County, for Consideration Paid grant to NASHOBA SPORTSMAN'S CLUB, INC., a corporation duly organized under the laws of said Commonwealth and having its principal office in said Acton, a right of way thirty (30) feet wide over land of the Grantors, from Main Street in the Northern part of said Acton to the land and way of the New York, New Haven and Hartford Railroad which adjoins and lies between the land of the Grantors and that of the Grantee; which land of the Grantors was conveyed to them by deed of Middlesex Institution for Savings dated July 1, 1942 and recorded with Middlesex South District Deeds, Book 6617, page 418; said right of way being shown on a plan of "Land in Acton to be Conveyed by John F. Canessa and Inez M. Canessa to Nashoba Sportsman's Club, Inc., Surveyed by Horace F. Tuttle, March 10, 1947", to be recorded herewith; said right of way being bounded and described as follows:

Beginning at a point on said Main Street one hundred sixty-five (165) feet Northeasterly from a highway bound opposite the Northerly end of the residence of said John F. Canessa, as shown on said Plan, thence running North $65^{\circ} 45'$ W two hundred sixty (260) feet; thence running North $28^{\circ} 30'$ W two hundred thirteen (213) feet; thence running North 11° W thirty-one (31) feet; thence running North 11° E one hundred thirty-seven (137) feet to the said land of the New York, New Haven and Hartford Railroad; thence running Northeasterly, on the land of said Railroad, thirty-seven (37) feet; thence turning and running South 4° E forty-two (42) feet; thence running South 11° W one hundred twenty-two (122) feet; thence running South 11° E eighteen (18) feet; thence running South twenty-seven (27) degrees $45'$ E one hundred ninety-eight (198) feet; thence running South $65^{\circ} 45'$ E two hundred fifty-five (255) to said Main Street; thence turning and running Southwesterly along said Main Street thirty (30) feet to the point of beginning. All of said courses and measurements being shown on the above mentioned Plan.

Said right of way is appurtenant to, and is for the purpose of furnishing a means of entrance to and egress from, land of the Grantee lying North of and contiguous to said land of New York, New Haven and Hartford Railroad; and may be used by the Grantee for all of its necessary, expedient, or desired purposes. The Grantee shall have the right to grade, re-grade, surface, re-surface, build or re-build, said right of way; may erect and maintain fences or walls at any point or all points along said right of way; may maintain gates or other barriers at any point or points thereon; and may exclude therefrom any person or persons which it may desire except the Grantors; said Grantors meaning and intending hereby to permit the Grantee to use and occupy said right of way in any lawful and proper manner and for any lawful and proper purpose that to said Grantee may seem fit and desirable without any hindrance or restrictions on the part of said Grantors. The consideration for this conveyance is less than One Hundred (\$100.00) Dollars.

IN WITNESS WHEREOF, we the said John F. Canessa and Inez M. Canessa have set our hands and seals this fifteenth day of April, 1947.

John F. Canessa
Inez M. Canessa

SEE PLAN NO.

OF

1947

COMMONWEALTH OF MASSACHUSETTS.

Middlesex, ss

Acton, December 13 1947.

Then personally appeared the above named John F. Canessa and Inez M. Canessa and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Ralph W. Stewart
Notary Public

Rec'd & entered for record Dec. 15, 1947 at 11h. 20m. A.M. #177

Nashoba Sportsman's Club, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its usual office at Acton, Middlesex County, and Commonwealth of Massachusetts, for consideration paid, releases to John F. Canessa and Inez M. Canessa, both of said Acton, so much of the right of way, across the land of said John F. Canessa and Inez M. Canessa, mentioned in deed of John T. Buckley to said Canessas, dated August 3, 1939 and recorded with Middlesex South District Deeds, Book 6315, page 74 (said right of way being more particularly described in deed of Middlesex Institution for Savings to said Buckley, dated December 22, 1936, recorded with said Deeds, Book 6087, page 174) as lies outside the limits of the right of way shown on plan of "Land in Acton to be Conveyed by John F. Canessa and Inez M. Canessa to Nashoba Sportsman's Club, Inc., surveyed by Horace F. Tuttle, March 10, 1947"; said plan to be recorded with deed of said right of way given by said John F. Canessa and Inez M. Canessa to Nashoba Sportsman's Club, Inc., dated April 15, 1947.

Middlesex South Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 242184
Document Type	: DEED
Recorded Date	: November 05, 2012
Recorded Time	: 02:18:41 PM
Recorded Book and Page	: 60419 / 360
Number of Pages(including cover sheet)	: 6
Receipt Number	: 1480481
Recording Fee (including excise)	: \$3,545.00

 MASSACHUSETTS EXCISE TAX
 Southern Middlesex District ROD # 001
 Date: 11/05/2012 02:18 PM
 Ctrl# 177373 16759 Doc# 00242184
 Fee: \$3,420.00 Cons: \$750,000.00

Middlesex South Registry of Deeds
 Eugene C. Brune, Register
 208 Cambridge Street
 Cambridge, Massachusetts 02141
 617/679-6310

HomeWiseDocs

Return to:
 Stephen Vazza
 99 Longwater Cir.
 Ste. 203
 Norwell, MA 02061

QUITCLAIM DEED AND ASSIGNMENT AND CONVEYANCE
OF CERTAIN DEVELOPMENT RIGHTS
[ROBBINS BROOK CONDOMINIUM]

This Quitclaim Deed and Assignment and Conveyance of Development Rights made as of the 27 day of November, 2012, by and between NIC Realty, LLC, a Massachusetts limited liability company with its usual place of business at 7 Westview Drive, Litchfield, New Hampshire 03052 and its principal location in Massachusetts at 92 High Street Suite 41, Medford MA 02155 at which location the LLC's records are maintained (the "**Assignor**") and Stephen F. Vazza, as Trustee of the LNHL RB2012 Realty Trust, a Massachusetts nominee trust u/d/t dated October 27, 2012, to be recorded herewith, with an office address of 99 Longwater Circle, Suite 203, Norwell, Massachusetts 02061 (the "**Assignee**").

1. Recitals

- (a) The Assignor has obtained the right to develop condominium units within the condominium known as the Robbins Brook Condominium, off Hartland Way, Preston Way and Main Street in Acton, Massachusetts ("**Robbins Brook Condominium**"), all pursuant to the terms of that Master Deed of Robbins Brook Condominium dated January 23, 2002 recorded in Book 34644, Page 63 of the Middlesex County South District Registry of Deeds, as amended (as amended, the "**Master Deed**").
- (b) The Assignee desires to acquire and further develop sixteen (16) of the remaining proposed units developable at Robbins Brook Condominium under the terms of the Master Deed, such proposed units known and identified as Units 32, 33, 34, 44, 45, 50, 51, 52, 77, 78, 79, 80, 81, 82, 83 and 84 (the "**Proposed Units**") in the Master Deed and that plan dated March 17, 2005 drawn by Stamski and McNary, Inc. entitled "Robbins Brook Condominium in Acton, Massachusetts, Master Plan for Acton Assisted Living, LLC, Scale 1"=40' recorded at the Registry as Plan No. 372 of 2005 (the "**Master Plan**"). The Units have the following postal/street addresses:

11, 13 and 15 Hartland Way

Order: XLXD87LB5

Address: 12 Hartland Way

Order Date: 01-07-2021

Document not for resale

HomeWiseDocs

11, 13 & 15 Hartland Way, Acton, MA 01720
 17, 19 & 21 Preston Way, Acton, MA 01720
 1 thru 10 & 12 John Francis Way, Acton, MA 01720

17,19 and 21 Preston Way
and 1 through 8 and 10 and 12 John Francis Way
Acton MA 01720

- (c) The conveyance of the development rights shall be subject to the following:
- (i) Provisions contained in the Master Deed of The Robbins Brook Condominium (the "Condominium") dated January 23, 2002, and recorded in the Middlesex South District Registry of Deeds at Book 34644, Page 63 (the "Master Deed") as amended;
 - (ii) Provisions of the Declaration of Trust of The Robbins Brook Condominium Trust under Declaration of Trust dated January 23, 2002 and recorded in said Registry at Book 34644, Page 114 and the By-laws and Rules and Regulations attached thereto (collectively the "Condominium Trust") as amended,
 - (iii) Provisions of Massachusetts General Laws, Chapter 183A (the "Act"),
 - (iv) Subject to the terms and conditions set forth in that Site Plan Special Permit and Special Use Permit number 11/18/98 -- 366 recorded at the Registry in Book 30341, page 12, as amended by that First Amendment to Decision regarding Site Plan Special Permit and Use Special Permit for a Full Service Retirement Community dated March 22, 2000 and recorded at the Registry at Book 54685, Page 193;
 - (v) the terms of that Easement Deed of Meridian Senior Living, LLC in favor of Acton Assisted Living, LLC, as trustee for the Robbins Brook Condominium Trust dated September 25, 2002 recorded at the Registry in Book 36604, Page 90;
 - (vi) the terms of that Easement granted by RRV, LLC in favor of Verizon New England Inc. dated April 25, 2006 recorded at the Registry in Book 47435, Page 454;
 - (vii) the terms of that Easement granted by RRV, LLC in favor of Verizon New England Inc. and Boston Edison Company dated October 16, 2006 recorded at the Registry in Book 48618, Page 5;
 - (viii) the terms and conditions of that Restriction dated September 19, 2012 recorded by NIC Realty, LLC with respect to Unit Nos.44 and 45 of the Condominium as recorded at the Registry in Book 60184, Page 392;
 - (ix) that Order of Conditions issued by the Massachusetts Department of Environmental Protection/Town of Acton dated June 21, 2006 recorded

at Book 47981, Page 496, as affected by that Certificate of Compliance dated June 2, 2010 order that the Registry in Book 54837, page 283;

- (x) that Order of Conditions issued by the Massachusetts Department of Environmental Protection/Town of Acton dated April 21, 2010 recorded at Book 54685, Page 196;
- (xi) that Order of Conditions issued by the Massachusetts Department of Environmental Protection/Town of Acton dated April 21, 2010 recorded at Book 54685, Page 202; and
- (xii) Applicable laws, codes, and rules and regulations regarding continuation of the Further Development,.

The Matters mentioned in item (i) through (xiii) are herein collectively called the "**Development Covenants**".

- (d) The Assignor wishes to assign, convey and transfer to the Assignee the right to construct the Units on the Building Lots and to add said dwellings to the Condominium as Units and to sell said Units, subject, however, to the Development Covenants.

2. Conveyance and Assignment

Now, therefore, in consideration of **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)** paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, conveys and transfers to the Assignee

WITH QUITCLAIM COVENANTS

- (a) Those building sites located in Acton, Middlesex County, Massachusetts designated as Units 32, 33, 34, 44, 45, 50, 51, 52, 77, 78, 79, 80, 81, 82, 83 and 84 in the Master Deed and in the Master Plan;
- (b) The development rights to the Building Sites and to the Proposed Units all as defined and set forth in the Master Deed and in the Master Plan, including the right to add said Units to the Condominium as Units thereof in the manner set forth in Section 19 of the Master Deed; and
- (c) to sell and convey said Units, subject always to the Development Covenants.

Said Units shall be and remain the property of the Assignee and the Assignee shall have the right to sell and mortgage said Units. The Assignee shall be regarded as the successor and assign of the Assignor for the purposes of this Assignment.

3. **Acceptance of Conveyance and Assignment.** The Assignee hereby accepts this assignment, conveyance and transfer upon the above terms and conditions and covenants and agrees with the Assignor that the Assignee and its successors and assigns shall comply in all respects with the Development Covenants.

4. **Further Assignment.** The Assignee, and its successors and assigns, shall have the right to further assign all rights provided herein subject to the terms and conditions set forth herewith.

5. **Not All Assets of the Assignor.** The foregoing Development Rights do not constitute all or substantially all of the assets of the Assignor.

For the Assignor's title, see: (i) that Assignment and Conveyance of Development Rights dated March 29, 2005 from Acton Assisted Living, LLC, Declarant under the Master Deed, to Eastern Road, LLC recorded at the Registry at Book 44911, Page 479; (ii) that Assignment and Conveyance of Development Rights dated April 5, 2005 from Eastern Road, LLC to RRV LLC recorded at the Registry at Book 44951, Page 100; (iii) that Massachusetts Foreclosure Deed of NIC Realty, LLC as assignee of a Mortgages from RRV, LLC to Wells Fargo Bank, N.A. dated November 18, 2005 and March 8, 2007, conveying building sites and development rights under the Master Deed to NIC Realty, LLC.

[SIGNATURE PAGE FOLLOWS]

Executed as an instrument under seal this 2 day of November, 2012.

Nicole Pace, manager
 Nicole Pace (formerly Nicole Alward)
 Sole Manager of NIC Realty, LLC

COMMONWEALTH/ STATE OF New Hampshire

John Leonard Sweeney III, ss.

November 2, 2012

Before me personally appeared the above-named Nicole Pace (formerly Nicole Alward), proved to me through satisfactory evidence of identification, which was Driver's License, to be the person who signed the preceding document in my presence, and who acknowledged to me that she signed it voluntarily for its stated purpose as one of the two managers of NIC Realty, LLC.

John Leonard Sweeney III
 Notary Public: _____
 My Commission Expires: _____

