

**MASTER DEED
OF
TADMUCK MEADOWS CONDOMINIUM**

The undersigned, Tadmuck Partners, LLC, a duly organized and existing Massachusetts limited liability company having a mailing address of One Bridgeview Circle, Tyngsboro, MA 01879 (hereinafter the "Declarant"), being the owner of the land situated on Littleton Road and Tadmuck Road in Westford, Middlesex County, Massachusetts (hereinafter the "Premises") 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 building and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to the Premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A. The Condominium created herein is subject to the terms and conditions of the Town of Westford (the "Town") Zoning Board of Appeals (the "ZBA") Decision on the Application for Comprehensive Permit dated October 24, 2006 as modified on October 30, 2006, and recorded with the Middlesex North District Registry of Deeds (the "Registry of Deeds") in Book 20712, Page 132, as further modified on June 16, 2010 by instrument recorded with the Registry of Deeds in Book 24172, Page 183 (as the same may be further modified and amended from time to time, collectively hereinafter referred to as the "Comprehensive Permit"). The Declarant, and to that end, declares and provides the following:

1. Condominium Phasing The Condominium may be developed as a phased Condominium. Paragraph 17 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said Paragraph 17 already granted) or signature of any Owner, (as used in this Master Deed and in the Tadmuck Meadows Condominium Trust (as defined below in Paragraph 11), the term "Owner" shall have the same meaning as the term "Unit Owner" in MGLA Chapter 183A, Section 1 et seq.) any person claiming by, through or under any Owner (including the holder of any mortgage or other encumbrance with respect to any Unit (as defined below) or any other party) so as to add additional phases to the Condominium. Said Paragraph 17 also describes certain limitations on the Declarant's said rights to add additional phases.

4. Description of the Buildings. The buildings (hereinafter the "Building") on the Land are described in Exhibit B attached hereto and made a part hereof.

5. Designation of the Units and Their Boundaries.

- (a) The Condominium presently consists of five (5) two-bedroom townhouse-style units, with thirty-two (32) more (total 37 units) to be constructed, situated in the Building(s) located on the Land described in Exhibit A and shown on the Site Plan (as defined below) recorded with the Registry of Deeds herewith (said units are hereinafter referred to as the "Units"). The designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities (as defined below) and other descriptive specifications of each of said Units are set forth in Exhibit C attached hereto, and are shown on the as built floor plans of the Condominium, recorded with the Registry of Deeds herewith. The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, show the name of the condominium as the "Tadmuck Meadows Condominium, Building 8, 2, 4, 6, 8, 10 Bandon Circle, Westford, MA.," dated March 14, 2015, Prepared for Tadmuck Partners, LLC., prepared by Gavin & Sullivan Architects, Inc. (2 pages), and bear the verified statement of a Registered Engineer or Architect all as required by the provisions of Section 8 of Chapter 183A (the "Floor Plans").
- (b) The locations of each of the Units are shown on the site plan entitled "Phase 1, Tadmuck Meadow Condominium, Bandon Circle, Westford, MA", dated March 13, 2013, prepared for Tadmuck Partners, LLC, prepared by LandTech Consultants of Westford, MA (2 pages) recorded with the Registry of Deeds herewith (the "Site Plan").
- (c) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:
 - i. Floors: The plane of the upper surface of the concrete floor in the basement;
 - ii. Ceilings: The plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; and with respect to the Upper Floor Plan, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists.
 - iii. Building Walls: The plane of the interior surface of the wall studs facing such Unit and/or the plane of the interior surface of any demising wall between the Units.
 - iv. Doors, Windows that open from a Unit, including bulkheads, and any skylights are part of the Unit from which they open and/or serve. All hardware, including,

screens shall be the property of the Unit 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. Doors and Windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and

- v. All Structural Portions of the Building are part of the Common Areas and Facilities.
- (d) 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 a part of the Common Areas and Facilities;
- (e) Chimneys and flues located within chimneys are a part of the Unit. Unit Owners shall be responsible for cleaning and maintaining the exterior of that portion of the chimney which is within their Unit. Unit Owners shall also be responsible for all the maintenance, repair and replacement of the entire chimneys and flues, even if beyond the boundaries of the Unit.
- (f) Each Unit includes the ownership of the heating, air conditioning (if included) and hot water systems contained therein, all of which exclusively serve the Unit.
- (g) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.
- (h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities as described in paragraph 6 hereof, in common with the other Units in the condominium, except for the Exclusive Use Areas, if any there may be, described in Paragraph 8 hereof which are reserved for the exclusive use of the Unit or Units to which such Exclusive Use Areas appertain.

6. Common Areas and Facilities.

- A. The Common Areas and Facilities of the Condominium (the "Common Areas and Facilities") consist of the entire Condominium, including all parts of the Land and the Building other than the Units, and include, without limitation, the following:
 - (i) The Land described in **Exhibit A** attached hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

areas, as shown on the Floor Plans, serving more than one Unit.

- (iv) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, fire sprinklers including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit). Equipment which services a single Unit shall be considered part of such Unit and shall be maintained and repaired solely by the Unit Owner of the Unit so serviced.
- (v) All conduits, chutes, ducts, plumbing, wiring, flues, electrical meters, pipes, chimneys, and other facilities for the furnishing of: utility services, fire suppression or waste removal which are contained in portions of the Building contributing to the structure or support thereof and/or are outside of the Building, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained. As to utility and fire suppression conduits, lines, pipes, wires, sprinkler heads and services and waste removal systems, including all sewerage and drainage pipes, the right and easement to use the same shall be included as part of the Common Areas and Facilities.
- (vi) The storage rooms and storage and mechanical areas located outside of the Units.
- (vii) The roadway, driveway, sidewalk and parking areas, as well as street lighting, subject to the rights of owners of Units to exclusively use such parking areas as otherwise set forth in this Master Deed.
- (viii) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.
- (ix) The yards, lawns, gardens, roads, walkways, access ways and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures, planters, and plantings, and all other improved or unimproved areas not within the Units shall be common areas subject to the rights of owners of Units to exclusively use such appurtenances as otherwise set forth in this Master Deed.
- (x) The on-site stormwater management facilities, including detention basins.
- (xi) The on-site septic and wastewater treatment facility and auxiliary power supply.
- (xii) The water distribution system.

included within the items of things listed above and an apparatus and installation, including any replacements or substitutions therefor, on the Land or within or without the Building for common use or necessary or convenient for the existence, maintenance, safety or enjoyment of the Building and the Condominium.

(xv) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

B. Said 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.

C. In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth, and as provided in Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities as described above, subject always, however, to:

(i) the exclusive rights and easements herein granted to particular Units in certain portions of the Common Areas and Facilities; and

(ii) the restrictions and other provisions herein set forth; and

(iii) the Rules and Regulations promulgated by the Condominium Trustees (as defined in Paragraph 11), as the same may be amended from time to time.

D. The Declarant shall construct the (i) yards, lawns, gardens, roads, walkways, and access ways; (ii) the on-site stormwater management system; (iii) the on-site wastewater treatment and disposal system; (iv) the water distribution and fire suppression systems; (v) drainage; and (vi) the emergency access road, in accordance with the requirements of the Comprehensive Permit (Items (i) through (vi) being hereinafter referred to as the "Common Infrastructure").

Until the Turnover Event (as defined hereinafter), the Declarant shall be responsible for the operation and maintenance of the Common Infrastructure, however common fees and expenses may be charged to Unit Owners prior to the Turnover Event to cover the operation and maintenance of Common Areas and Facilities. After the Turnover Event, the Condominium Trust shall operate and maintain the Common Infrastructure.

Operation of the stormwater management system and the septic and wastewater treatment disposal

In the event that the Town determines that the Declarant or the Condominium Trust, as the case may be, has materially failed to provide adequate maintenance or repair of the Common Infrastructure in accordance with the Comprehensive Permit, then the Town shall have the right upon written notice to the Declarant or the Condominium Trust (and the Declarant's or the Condominium Trust's subsequent failure to complete corrective measures), to enter upon the Premise to perform the required maintenance or repairs. All costs incurred by the Town in connection with its performance of such required maintenance or repair on the Premises shall be paid by the Declarant or the Condominium Trust within thirty (30) days of Declarant's or the Condominium Trust's receipt of the Town's invoice for such costs.

The Declarant and the Condominium Trust, as the case may be, shall have the right and perpetual easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any Exclusive Use Areas (as defined below)) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Common Infrastructure.

The Declarant hereby grants the Town's Water Department the right and perpetual easement to access the Premises and to undertake any and all emergency maintenance and repairs, if necessary, of the water mains and hydrants located on the Premises. Subject to the exclusive use provisions of Paragraph 8 hereof, the restrictions set forth in Paragraph 9 hereof, and the reserved rights and easements set forth herein, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

Any betterments or improvements to the common and limited common areas shall be provided to all unit owners regardless of the affordability of the Unit.

7. Percentage of Ownership Interest in Common Areas and Facilities. The percentage of ownership interest 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. The percentage of ownership interest in the Common Areas and Facilities of the Affordable Units shall be in proportion to the initial price of the Affordable Units to the sum of the initial prices of the Affordable Units and the Market-Rate Units.

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.

8. Exclusive Use Areas. The following portion of the Common Areas and Facilities are hereby

area for parking a duly registered passenger vehicle, and not for commercial vehicles, boats, recreational vehicles, or other vehicles or items, except with the prior written consent of the Condominium Trustees. Such permission, if given, may be revoked at any time by the Condominium Trustees.

- (B) **Exclusive Deck Area.** The Unit Owner of any Unit that has direct access to a deck and/or a patio, as shown on the Site and Floor Plans, shall have, as an appurtenance to his Unit, an easement for the exclusive right to use such deck and the patio. Unit Owners may place customary household items on such deck or patio, such as furniture and plants, provided that no deck or patio shall be overloaded and that all such furniture and any plants shall be entirely contained on and within the deck or patio. No deck or patio shall be enclosed or shall be used as storage areas. The responsibility to maintain, repair and replace the railings, stairs and structure of the deck and the patio shall be that of the Condominium Trust. The responsibility and cost of snow and ice removal from any deck, stairs and/or patio leading to and from the Unit shall be that of the Unit Owner having the exclusive right to use such deck or patio. Unit Owners hereby indemnify the Condominium Trust for any violations of this provision.

9. **Purpose and Restrictions on Use.** The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (A) Each Unit shall be used only for residential purposes and uses normally accessory thereto, as the same may be permitted by the Town's Zoning By-Laws as the same may be from time to time amended and for no other use. Each Unit Owner shall be allowed to keep up to two (2) domestic pets within their units per the adopted Rules and Regulations of the Condominium Trust which may be amended from time to time by vote of the Condominium Trustees. The Condominium Trustees reserve the right to revoke the permission to have a pet in a unit if the Condominium Trustees determine that said pet causes a nuisance to the other Unit Owners. Furthermore, no pets shall be kept on the Premises that would cause an increase in the cost of, or cancellation of, the master insurance policy of the Condominium. All Unit Owners are responsible for their pet's behavior and must immediately dispose of any animal waste.
- (B) Both the interior and exterior architectural integrity of the Buildings, shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight (other than those existing), chimney, enclosure, greenhouse, awning, screen, antenna, sign, banner or other device and no exterior or interior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings or attached to or exhibited through a window of the Buildings,

Further, the renovation of existing space within the Units or the addition of new space to the Units to increase the number of bedrooms beyond two (2) per Unit is strictly prohibited.

- (C) The Condominium and all Unit Owners shall be forever bound by all applicable conditions and restrictions as set forth in the Comprehensive Permit.
- (D) Pursuant to the provisions of the Comprehensive Permit, twenty-five percent (25%) of the Units shall be affordable housing units as defined in G.L. c. 40B and the regulations promulgated therein (herein the "Affordable Units"). The Regulatory Agreement (as defined below) shall restrict the resale price of an Affordable Unit, as well as the income of potential buyers of an Affordable Unit. The Deed Rider (also known as "Affordable Housing Restriction) attached to the Regulatory Agreement as Exhibit B shall be attached to the first Affordable Housing Unit Deed from the Declarant and referenced in all subsequent Affordable Unit deeds to be recorded with the Registry to maintain the Unit as an Affordable Unit in perpetuity. The Deed Rider shall be in form and substance as approved by the Town and MassHousing (or its successor or assign in interest, hereinafter referenced as the "Subsidizing Agency") prior to the initial sale of an Affordable Unit. The Affordable Units shall be subject to the following requirements:
 - i. The Affordable Units shall be located throughout the buildings and shall be indistinguishable from the exterior from the Market-Rate Units. Any changes in the location of an Affordable Unit shall be subject to the prior written consent of the Town's Housing Authority (or its successor or assign in interest, hereinafter referenced as the "Monitoring Agent").
 - ii. In the phasing of the Condominium, each phase shall include a pro rata share of Affordable Units equal to twenty-five percent (25%) of the Units in any such phase in conformance with the Comprehensive Permit. At least one (1) of every four (4) Units constructed and initially sold shall be an Affordable Unit.
 - iii. All Affordable Units shall be restricted in perpetuity for sale to qualified households earning no more than eighty (80%) percent of the adjusted median household income for the Lowell Metropolitan Statistical Area ("LMSA") as established by the United States Department of Housing and Urban Development ("HUD") and as adjusted for household size ("Qualified Buyer"), and the resale price for the Affordable Units shall be no greater than a price that is deemed affordable for a qualified household earning no more than seventy percent (70%) percent of the adjusted median household income for the LMSA as established in accordance with the terms of the Deed Rider.

- v. To the extent permitted under G.L. c. 40B and the regulations promulgated thereunder and other applicable law, and as may be implemented by the Subsidizing Agency, a preference of seven (7) of the Affordable Units shall be given to persons or families who either live or work in the Town.
 - vi. In the event that a Qualified Buyer cannot be located in accordance with the terms of the Regulatory Agreement and/or Deed Rider, as the case may be, the Town or its designee shall have a right of first refusal to purchase such Affordable Unit for a period of sixty (60) days upon receipt of notice to sell
 - vii. In the event of a condemnation or casualty in the event that the Affordable Unit is not rebuilt or is rebuilt and there are excess proceeds available above the resale price of the Affordable Unit as determined pursuant to the terms of the Deed Rider, shall be given to the Town to be used for the creation or retention of affordable housing in the Town.
- (E) Unit Owners may lease, rent or license the use of their Units, subject, however, to the conditions and obligations set forth in Paragraph 18 of this Master Deed, in this Paragraph 9, and in the individual Unit deeds. Each Unit 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. All leases must have a minimum term of at least twelve (12) months. The Condominium Trustees and any aggrieved Unit Owner are granted a right of action against Unit Owners for failure to comply with this paragraph. Each Unit 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 Unit Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorney's fees, on account of:
- i. any damage or injury, actual or claimed, to person or property caused by any of is lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person; or
 - ii. any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of the Paragraph 9(D).
- (E) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units.

furthermore, all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the Unit Owners and occupants of the other Units in accordance with provisions with respect thereto from time to time promulgated by said Condominium Trustees.

- (F) The total number of bedrooms in each Unit shall be two (2). The aggregate number of bedrooms in the Premises combined shall be not more than seventy-four (74). The Declarant may exercise flexibility to react to market trends within the total bedroom limitation. After conveyance of the Initial Unit Deed, the following is prohibited: (i) the addition of bedrooms to the Unit(s); (ii) the retrofitting of existing space for use as additional bedroom(s); and (iii) any and all expansions and additions to Unit(s), including, but not limited to, decks and porches that are not in conformance with the Town's Zoning Bylaw and the Master Deed and Condominium Trust.
- (G) The Master Deed and the Condominium Trust shall comply with the terms and provisions of the Regulatory Agreement by and among, the Declarant, the Town and the Subsidizing Agency dated November 11, 2011, and recorded with the Registry of Deeds at Book 26786, Page 241 (as the same may from time to time be amended of record, referred to herein as the "Regulatory Agreement").
- (H) The Declarant shall be responsible for the installation, operation, maintenance, repair and replacement of all of the Common Areas and Facilities and services until a date no sooner than when seventy-five percent (75%) of the Units are conveyed by the Declarant or seven (7) years from the date of conveyance of the first Unit in the Condominium by the Declarant (hereinafter the "Turnover Event"), however common fees and expenses may be charged to Unit Owners prior to the Turnover Event to cover the operation and maintenance of Common Areas and Facilities. Thereafter, such Common Areas and Facilities and services shall be conveyed to the Condominium Trust and such operation and maintenance including, but not limited to, the following shall be the responsibility of the Condominium Trust:
 - i. repairing and maintaining the on-site stormwater management facilities, including detention basins, retention ponds;
 - ii. ensuring the roadways, private driveways, sidewalks and parking areas, are kept clear at all reasonable times and that ice and snow is appropriately stored on or removed from the Premises;
 - iii. ice treatment and removal and snow plowing, storage and removal;
 - iv. landscaping, including maintaining a landscape buffer zone, which meets National Grid's specifications, for the area near the Reinsway Circle neighborhood;

- shielded in such a way that there will be no unreasonable glare into the neighbors' houses, abutting properties, and that the parking area lighting shall be ground level lighting and no interference with vehicular traffic;
- vii. operating and maintaining all common area improvements;
 - viii. repairing and maintaining the on-site septic and wastewater treatment system and auxiliary power supply;
 - ix. maintaining the water distribution system;
 - x. maintaining the fire suppression and sprinkler system and an attached heated enclosure for sprinkler protection; and
 - xi. maintaining all signage in conformance with the approved sign plans, including signs to promote sales, and compliance with the Town's Zoning By-laws.

(I) The following matters are obligations of the Declarant until the declarant has conveyed all Units and the Condominium Trust upon the Turnover Event, and then solely the obligations of the Condominium Trust after the Declarant has conveyed all Units:

- i. Inspection of detention basins at least two (2) times annually (Spring and Fall), and immediately after heavy rainfall events to ensure that they are operating as intended. Inspection and maintenance of the facilities shall include inspection of the inlet and outlet structures, and the removal of any accumulated sediment. Catch basins shall be cleaned once a year if needed, with a vacuum truck and the street swept annually, in the early spring after the street sanding is likely to have ended.
- ii. Year-round maintenance of all roads, including the emergency access road, including, but not limited to snow plowing and clearing. All snow plowing and proper maintenance of the emergency access road so that the same are kept accessible for pedestrian and emergency access and egress satisfactory to the Town's Public Safety Department.
- iii. The water mains and hydrants shall be maintained in accordance with the Rules and Regulations of the Town's Board of Water Commissioners.
- iv. Comply with the Order of Conditions issued by MA DEP, DDEP File Number 334-1311, recorded with the Registry of Deeds at Book 20283, Page 125, and the Order of Conditions issued by MA DEP, DDEP File Number 334-1460, recorded with the Registry of Deeds at Book 24022, Page 207, including, but not limited to, the following obligations:
 - 1. Implementing the stormwater best maintenance practices (BMP) Operation and Maintenance Plan ("O&M Plan");
 - 2. Responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan;

Statute, P.L. 2010-11, Chapter 11, Conservation Commission, No. Tadmuck Meadows II, including "Operation and Maintenance Schedule" and "Checklist for Stormwater Report";

4. All yard wastes collected on the Common Areas and Facilities shall be disposed of at a designated composting area located more than one hundred (100) feet from any wetlands;
5. All storage of snow from removal operations shall be located more than one hundred (100) feet from any wetlands.

(J) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws"), the Rules and Regulations of the Condominium adopted pursuant to said By-Laws, the Town's Zoning Bylaws and the Comprehensive Permit. Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees and the Town as necessary and applicable. 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 Unit Owner shall be liable for any breach of the provisions of this Paragraph 9, except such as occur during his ownership of a Unit.

10. Rights Reserved to the Condominium Trustees. Upon twenty- four (24) hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately 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 the Exclusive Use Areas appurtenant thereto;

(a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building; and

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

11. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is Tadmuck Meadows Condominium Trust (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded with the Registry of Deeds herewith. Each Unit 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. All votes shall be one vote

The Condominium Trustee(s) have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

12. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of

(a) settling of the Buildings,

(b) alteration or repair to the Common Areas and Facilities or Exclusive Use Areas made by or with the consent of the Condominium Trustees,

(c) as a result of repair or restoration of the Buildings 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.

13. 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 Unit Deed 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.

14. Amendments. This Master Deed may be amended by an instrument in writing

Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least eighty percent (80%) of said total voting power of the Unit Owners, and

(b) duly recorded with the Registry of Deeds, provided, that:

- i. The date of which any instrument of amendment is first signed by an Owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.
- ii. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
- iii. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units.
- iv. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

No instrument of amendment which purports to amend or otherwise affect this paragraph 14 shall be of any force and effect unless signed by all of the Unit Owners and all First Mortgagees of record with respect to the Units, except for the following: Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time, and from time to time, which amends this Master Deed or the Condominium Trust (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency of other public, quasi-public, or private entity which performs (or may perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A; (iv) to correct clerical or typographical errors or any inconsistency or formal defect or omission in this Master Deed the Condominium Trust or any exhibit thereto or any supplement or amendment thereto; (v) to assist the Declarant in the sale, development and/or marketing of any Unit. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor or, make or consent to any such Special Amendment(s) on behalf of each Unit Owner, mortgagee and/or trustee. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be

Each instrument of amendment executed and recorded in accordance with the requirements of this Paragraph 14 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.

Notwithstanding the provisions of this Paragraph 14, no amendments shall be made to this Master Deed or the Condominium Trust affecting the provisions pertaining to the Affordable Units and the Comprehensive Permit without the approval of the Town's ZBA.

15. Definition of "Declarant". For purposes of this Master Deed the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to Tadmuck Partners, LLC, which has executed, delivered and recorded this Master Deed and to all successors and assigns of said company (including the holder of any mortgage) who come to stand in the same relation as developer of the Condominium as they did.

16. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By- Laws to the contrary and in any event subject to any greater requirements pursuant to Chapter 183A and the terms and conditions of the Comprehensive Permit, the Regulatory Agreement and in the case of an Affordable Unit, the Deed Rider, 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), Federal National Mortgage Association (FNMA), or Federal Housing Administration ("FHA"), 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, provided there is compliance with the applicable provisions of the Comprehensive Permit, and the Regulatory Agreement and Deed Rider for the resale of the Affordable Units:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - i. Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;
 - 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

- common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee unless state law dictates otherwise;
- (d) Except as provided by Chapter 183A (and Section 5.6 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 Unit 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 (1) 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;
 - ii. 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; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the condominium pursuant to paragraph hereof;
 - iii. Partition or subdivide any Unit;
 - 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; 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 5.7 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Condominium Trustees, 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

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 incurred for a period of sixty (60) days;
- iii. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trustees;
- iv. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 18.

(h) To the extent permitted by applicable law, Eligible Mortgage Holders shall 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 fifty-one (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 fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- iii. Except as otherwise provided herein, no re-allocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
- iv. Professional Management shall be required. Any decision to remove professional management by the Condominium Trust shall require the prior consent of Owners of Units to which at least sixty-seven (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 fifty-one (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 portions of the Common Areas and Facilities

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 Condominium Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

- (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 Condominium Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, and the Town 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 or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
 - i. The consent of Unit Owners to which one hundred (100%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have one hundred (100%) 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 Units Owners to which at least one hundred (100%) percent of the votes in Tadmuck Meadows Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (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:
 - 1. Voting;
 - 2. Assessments, assessment liens or subordination of such liens;
 - 3. Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - 4. Insurance or Fidelity Bonds;
 - 5. Rights to use Common Areas and Facilities;

8. Boundaries of any Unit;
9. The interests in the Common Areas and Facilities;
10. Convertibility of Units into Common Areas or of Common Areas into units;
11. Leasing of Unit;
12. Except with respect to an Affordable Unit, imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;
13. 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 Condominium Trustees a negative response within sixty (60) days of a written request by the Condominium 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 Condominium Trustees making reference to this section, when recorded at the Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions 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 16 shall comply with the requirements of FNMA, FHLMC, and FHA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 16 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of Paragraph 15 hereof.

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

The Premises is planned to be developed as a phased condominium, each phase of which shall include one or more Buildings. In order to permit and facilitate such development, the Declarant, in its discretion, determines to be appropriate or desirable:

- i. Additions to existing building(s), for the purpose of garaging vehicles;
- 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;

- development of the Condominium as a phased condominium, and
- vi. Installation of power generating equipment to serve as emergency "back up" power to those units who desire to purchase such service if available.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in this Master Deed. The Declarant hereby expressly reserves to itself and its successors and assigns in interest, for a period ending two (2) years after the date on which the Declarant sells the last Unit in the Condominium, whether or not Declarant owns a Unit in the Condominium, the easement, license, right and privilege to pass and repasts by vehicle and by foot in, upon, over and to the Common Areas and Facilities of the Condominium for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium. Nothing in this Paragraph shall be deemed to create any rights in the general public. The Declarant reserves the right to grant easements over, under or through and across the Common Areas and Facilities of the Condominium including Exclusive Use Areas. Furthermore, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed or the Condominium Trust, for the following purposes:

- i. to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town, or any of its boards, bodies or agencies;
- ii. or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender;
- iii. to induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the ownership of a Unit; or
- iv. to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission in this Master Deed, the Condominium Trust, Exhibits thereto, or any supplement or amendment thereto including, without limitation, the correction of measurements appearing on any plan recorded in connection with the Condominium.

It is expressly understood and agreed that all Unit Owners and all persons claiming by, through or under Unit Owners, mortgagees, and the Condominium Trustees shall be deemed to have consented to all amendments to the Condominium made pursuant to this Paragraph and the only signature required on any such amendment shall be that of the Declarant or its successors or assigns. Any such amendment which so executed by the Declarant or its successors or assigns, as the case may be, and recorded with the 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.

assigns shall be empowered, as attorney-in-fact for each Unit Owner in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner and each Unit 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 for such purpose. 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 Unit Owner 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.

The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 17:

- (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 all or any portion or portions of the additional land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed or two (2) years after the date on which the Declarant sells the last Unit in the then existing Condominium, 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 17 reach the maximum amount covered by the Comprehensive Permit referenced herein or any amendments thereto (i.e. thirty-seven (37) two-bedroom townhouse style Units in eight (8) buildings containing four (4) to five (5) Units in each building of which ten (10) Units shall be Affordable Units). There shall be no additional Units allowed to be included in the Condominium without the prior written approval of the Town's ZBA.
 - ii. The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed to add Additional Land and/or new Units to the Condominium.
- b. Location of Future Improvements. There are limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 17.
- c. The Declarant may add future phase(s) and the Building(s) and Unit(s) therein to the Condominium by executing and recording with the Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
 - i. A description of the Building(s) being added to the Condominium.
 - ii. An amended **Exhibit C** describing the designations, locations,

- iii. If the boundaries of the Unit(s) being added to the Condominium vary from those described in this Master Deed, the definition of the Common Areas and Facilities contained in this Master Deed shall be modified, as necessary, with respect to such Unit(s).
- iv. An amendment to **Exhibit C** 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).
- v. A revised Site Plan of the Condominium showing the new Building(s) if not already shown on an existing site plan, and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium shall require the consent, (except as in this Paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the 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 Unit 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 not be reduced, since the value of his Unit will represent a same proportion of the estimated aggregate fair value of all Units 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 this Master Deed 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 this Master Deed. 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; however, the percentage interest of the Affordable Units shall be calculated based upon the initial price of the Affordable Units to the sum of the initial price of the Affordable Units and Market-Rate Units.

Every Unit 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

In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Owner, other than the Declarant, is required on any amendment to this Master Deed which adds a Unit(s), Additional Land and/or new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner; whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the Condominium Trust, the Declarant does hereby reserve the right to amend, restate reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and dwellings 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, regulation or the covenant for the protection of mortgagees then in effect.

18. Sale or Lease of Units.

- (a) Appurtenant Interests. Appurtenant Interests shall be defined as the Unit's percentage interest in the Condominium as well as its exclusive rights areas. No Unit 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 Unit to which such interests are appurtenant, or as a 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.

19. Severability. In the event that any provision of this Master Deed shall be determined to be

Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

20. 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.

21. 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.

22. 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 Chapter 183A as it is in force as of the date of the recording of this Master Deed, however, a subsequent amendment of, revision to, or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

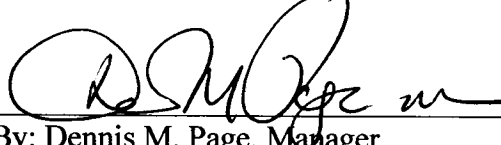
(a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or

(b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Unit Owners holding at least two thirds (2/3) of the total voting power of the Unit 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 Unit Owners required for it has been obtained, shall be recorded with the 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 22(b) to the contrary, the Unit 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 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 phases.

23. Conflicts. Notwithstanding any provision hereunder to the contrary, this Master Deed is subject to and all actions taken hereunder shall be in compliance with the Comprehensive Permit. In the event of any conflict between the Master Deed and said Comprehensive Permit, the terms of said

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TADMUCK PARTNERS, LLC


By: Dennis M. Page, Manager

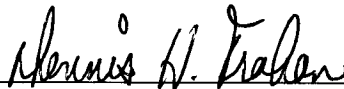
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4TH day of APRIL, 2013, before me, the undersigned notary public, personally appeared Dennis M. Page, Manager of Tadmuck Partners, LLC, proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



DENNIS H. TRAHAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 30, 2018


Notary Public:

My commission expires: March 30, 2018

OF
TADMUCK MEADOWS CONDOMINIUM
"CONDOMINIUM LAND"

A certain parcel of land containing 23.2 acres, more or less, situated on Littleton Road and Tadmuck Road, Westford, Massachusetts, shown on a plan entitled, "Compiled Plan of Land, Tadmuck Meadow Condominium, Bandon Circle, Westford, MA", dated March 27, 2013, prepared for Tadmuck Partners, LLC, prepared by LandTech Consultants of Westford, MA, and recorded with the Middlesex County North District Registry of Deeds in Plan Book 235, Page 127.

1. Subject to Easement granted to New England Power Company dated January 27, 1954 and recorded with Middlesex North District Registry of Deeds, Book 1247, Page 327, as affected by Assent Agreement dated July 23, 2007 and recorded with said Registry. Book 21641, Page 98, as affected by Amendment to Assent Agreement dated October 21, 2010, and recorded with said Registry in Book 24411, Page 262.
2. Subject to Easement granted by Francis T. Kilroy and Barbara A. Kilroy to Thomas C. Thorstensen and Helen I. Thorstensen dated November 2, 1973 and recorded with said Registry, Book 2091, Page 426.
3. Subject to Easement granted to Verizon New England, Inc. dated January 22, 2007 and recorded with said Registry of Deeds, Book 20915, Page 70.
4. Subject to Order of Conditions, DEF File No. 334-1311 recorded with said Registry of Deeds, Book 20283, Page 125.
5. Subject to Order of Conditions, DEF File No. 334-1460 recorded with said Registry of Deeds, Book 24022, Page 207.
6. Subject to Modification of Comprehensive Permit dated October 30, 2006 and recorded with said Registry of Deeds, Book 20712, Page 132.

9. Subject to all matters as set forth on Plans recorded in Plan Book 120, Plan 137; Plan Book 127, Plan 170; Plan Book 231, Plan 119; Corrected Plan recorded in Plan Book 235, Plan 6; and Plan Book 235, Plan 127.

For title, see deed from Tadmuck Meadow, LLC to Tadmuck Partners, LLC, dated September 2, 2010, recorded in said Deeds in Book 24443, Page 123.

OF
TADMUCK MEADOWS CONDOMINIUM

The Condominium is shown on the site plan, "Phase 1, Tadmuck Meadow Condominium, Bandon Circle, Westford, MA", dated March 13, 2013, prepared for Tadmuck Partners, LLC, prepared by LandTech Consultants of Westford, MA (2 pages), and recorded with the Middlesex County North District Registry of Deeds herewith, in Book _____, Page _____. The Condominium Units are shown on the floor plans entitled "Tadmuck Meadows Condominium, Building 8, 2, 4, 6, 8, 10 Bandon Circle, Westford, MA," dated March 14, 2015, Prepared for Tadmuck Partners, LLC., prepared by Gavin & Sullivan Architects, Inc. (2 pages), and recorded with the Middlesex County North District Registry of Deeds herewith in Book _____, Page _____.

The Buildings are sided with vinyl siding and wood frame construction with poured concrete foundation and asphalt roof. Each Unit has front entrance and access to back of Unit by use of its deck or patio and stairs.

The Buildings are serviced by private sewer and public water.

Each Unit has its own separate gas and electric meters, gas fired heating, air conditioning (if applicable) and hot water systems.

"DESCRIPTION OF UNITS"

UNIT DESIGNATION	STREET ADDRESS	SQUARE FEET	ROOMS	PERCENTAGE INTEREST
33	10 Bandon Circle	1,694	K, DR, L, 2BA, 2BR, L, G, B	21%
34	8 Bandon Circle	1,691	K, DR, L, 2BA, 2BR, L, G, B	21%
35*	6 Bandon Circle	1,692	K, DR, L, 2BA, 2BR, L, G, B	16%
36	4 Bandon Circle	1,690	K, DR, L, 2BA, 2BR, L, G, B	21%
37	2 Bandon Circle	1,680	K, DR, L, 2BA, 2BR, L, G, B	21%
TOTAL				100%

Notes:

1. K=Kitchen; DR=Dining Area or Eating Area; L=Living Room, FR-Family Room; BA=Bath; BR=Bedroom; L = Loft, G=Garage, B=Basement or Utility.
2. Each Unit has immediate access to the Common Area through its front and rear doors (as shown on Floor Plans as Exclusive Use Area(s)).
3. *Certain units are deemed "Affordable" as defined by G.L. c. 40B; therefore, those units' percentage interests are reduced by its value in relation to the other units within the condominium.
4. Square footage includes garage and basement space.