

MASTER DEED

OF THE

WINDING BROOK CONDOMINIUM

DRACUT, MASSACHUSETTS

PAUL A. VILLEMAIRE, TRUSTEE OF DAVILLA REALTY TRUST, under a Declaration of Trust dated August 15, 1985, and recorded with Middlesex North District Registry of Deeds, Book 3141, Page 222 (the "Grantor") sole owner of the premises located at Tennis Plaza Road, Dracut, Middlesex County, Massachusetts (more specifically set forth on Exhibit "A", and hereinafter referred to as the "Premises"), proposing to create a condominium with respect thereto, does hereby, by duly executing and recording this Master Deed submit the Premises to the provisions of Massachusetts General Laws, Chapter 183A as amended ("Chapter 183A") and does hereby create a condominium with respect to the Premises, to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name.

The name of the condominium shall be WINDING BROOK CONDOMINIUM (the "Condominium").

2. Description of Land.

12:22PM 01/28/86B RECORD \$54.00

The Premises which constitute the Condominium consist of the land (the "Land") together with the buildings and improvements thereon described on Exhibit "A" attached hereto and made a part hereof.

Reference to the "Premises" includes the subject and appurtenant rights set forth on Exhibit "A" as well as any other rights appurtenant to the Land.

*See Plan 152-222
See Plan 152-23*

*See First Amendment B-3393 P-204
see B 3398 P 206
see B 3398 P 207
see B 3395 P 334
see B 3395 P 342
see B 3399 P 77
see B 3399 P 78
see B 3399 P 87
see B 3399 P 88
see B 3403 P 259
see B 3403 P 260
see B 3406 P 133
see B 3406 P 134
see B 3406 P 146
see B 3406 P 147
see B 3410 P 90
see B 3410 P 91
see B 3410 P 100
see B 3410 P 101
see B 3411 P 207
see B 3411 P 212
see B 3411 P 213
see B 3395 P 349
see B 3341 P 130
see B 3334 P 131(5)
see B 3334 P 265
see B 3334 P 266
see B 3345 P 350
see B 3352 P 155
see B 3352 P 165
see B 3355 P 41
see B 3355 P 49
see B 3355 P 50
see B 3352 P 70
see B 3352 P 71
see B 3355 P 79
see B 3355 P 82
see B 3366 P 195
see B 3366 P 196
see B 3376 P 240
see B 3387 P 292
see Cert. B 3387 P 301*

*see B 3352 P 344
see B 3373 P 304
see B 3373 P 308
see B 3376 P 240
see B 3387 P 292
see Cert. B 3387 P 301
see B 3355 P 70
see B 3355 P 41
see B 3355 P 49
see B 3355 P 50
see B 3340 P 191
see B 3340 P 190
see B 3345 P 339
see B 3352 P 155
see Cert. B 3352 P 165
see B 3334 P 130
see B 3334 P 131(5)
see B 3334 P 265
see B 3334 P 266
see B 3345 P 350
see B 3352 P 155
see B 3352 P 165
see B 3355 P 41
see B 3355 P 49
see B 3355 P 50
see B 3352 P 70
see B 3352 P 71
see B 3355 P 79
see B 3355 P 82
see B 3366 P 195
see B 3366 P 196
see B 3376 P 240
see B 3387 P 292
see Cert. B 3387 P 301*

PG 30

3. Trust.

The organization through which the Owners of the condominium units (the "Units") will manage and regulate the Condominium established hereby is the WINDING BROOK CONDOMINIUM TRUST, under Declaration of Trust of even date (the "Condominium Trust") to be recorded herewith. The Condominium Trust establishes an organization of which the Owners of Units shall be members and in which such Owners shall have an interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities (the "common areas and facilities"), hereinafter defined, to which they are entitled hereunder. The names and usual business addresses of the original and present trustees (the "Condominium Trustees") of the Condominium Trust are as follows:

1. Paul A. Villemaire
4 Robin Drive
Hudson, New Hampshire
2. George M. Psolnos
7 Cardinal Drive
Hudson, New Hampshire

The Condominium Trustees have enacted ByLaws (the "ByLaws"), which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include successors in trust to the original trustees and to mean the trustees for the time being under the Trust).

4. Description of Building.

The Building portion of the Premises comprising the Condominium, Phase I, shall be one residential building, being building #64, containing twenty-four (24) units. Building #64 shall consist of two and one-half (2 1/2) stories, and shall be constructed in a manner so that there shall be six (6) separate, but attached,

sections of the building, each containing four (4) units. The first and second floor of each separate section of the building shall have two (2) units each, and the basement area shall include a parking garage and laundry room and/or storage area for each unit included therein.

The foundation of all buildings are concrete, and the exterior walls are predominantly cedar shingle or clapboard over plywood, over wood stud construction.

The roofs of all buildings are asphalt shingles.

Interior construction is predominantly sheet rock over wood stud and windows are of either metal or wood frame construction. All units have separately metered heating, central air-conditioning, hot water, gas cooking and electricity. Water and sewer service is commonly metered.

5. Description of Units and Boundaries.

A. Description of Units. The Condominium is comprised of residential Units which have the designations, locations, approximate areas, number of rooms and immediately accessible common areas as specified in Appendix B hereto. Each Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his/her/their/Unit provided such use and designation is consonant with all other provisions hereof.

B. Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

- Floors:** The plane of the upper surface of the subflooring; or if there be no subflooring, the plane of the upper surface of the floor joists and/or finished basement floor;
- b. **Ceilings:** The plane of the lower surface of the ceiling joists;
- c. **Exterior Walls:** The unfinished interior surface thereof;
- d. **Exterior Doors:** The exterior surface of the door, including the jambs, hardware, and threshold; but excluding the exterior moulding, if any; and
- e. **Windows:** The exterior surface of the windows in their entirety, including the frame, mullins, muntins, sash, stiles, lights and hardware; provided, however, that no structural component of the Building nor any pipe, wire, conduit, duct flue, shaft, utility line or like item situated within a Unit, but forming a part of any system serving one or more other Units, shall be considered to be a part of any Unit.

Each Unit shall include the portions of the building within said boundaries and the space enclosed by said boundaries. The finished interior surfaces of the perimeter walls, door frames, lowermost floor and uppermost ceiling of a Unit, consisting of, Inter alia and as appropriate, all paint, lath, wallboard, drywall, plasterboard, plaster, paneling, wallpaper, finished flooring, carpeting, tiles and any other materials constituting

any part of the finished surfaces thereof shall be deemed a part of such Unit. The Owner of Unit shall be deemed to own the aforesaid finished interior surfaces, the interior walls and partitions which are contained in said Owner's Unit, and shall also be deemed to own the window glass and glass vents of his Unit, the entrance doors and window frames (to the unfinished exterior surface thereof), any glass doors connecting his Unit with the Limited Common Area reserved for his Unit, and the sinks, bathtubs, and other plumbing facilities, refrigerator, oven and other appliances, located in his Unit and serving solely his Unit. Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including the air-conditioning and heating apparatus. The Owner of a Unit shall be deemed not to own any pipes, wires cables, chutes, flues, conduits, or other public utility lines, ventilation or other ducts, bearing walls, bearing columns or structural portions of the building running through said Unit, which are utilized for or serve more than one Unit or serve any portion of the Common Area, which items are by these presents hereby made a part of the Common Area. Nor shall such boundaries include any decks and/or porches serving the Units, which decks and/or porches shall be limited Common Area, as described in Paragraph (6) (J) and be reserved for the exclusive use of the Unit to which such Common Area appertains.

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

- A. The Condominium Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Building;
- C. Installations of services such as power, light, cable, telephone, gas, hot and cold water, heating, air-conditioning, and waste disposal;
- D. Any facilities on the premises of the Condominium including parking lots, streets and driveways, walkways, passageways and the improvements thereon or thereof and including walls, fences, steps, lighting fixtures and other improved or unimproved areas not within the Units.

- E. All other parts of the Premises which are not defined as part of the Units and which are not included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use or are necessary or convenient to the existence, maintenance, safety or enjoyment of the Buildings and the Condominium.
- F. All decks and/or porches located as shown on said Plans. However, the use and enjoyment of each individual deck and/or porch is hereby reserved exclusively to the particular condominium unit to which it is attached.
- G. All conduits, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services and waste removal which are contained in portions of the Building contributing to the structure or support hereof, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement;
- H. The entrance doors, lobby vestibules, halls, corridors and stairways serving more than one Unit, and all facilities therein;
- I. All other items delineated as such in Chapter 183A and located on the Property.

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

J. Limited Common Area. The decks and/or porches adjacent to any unit are Limited Common Area and are reserved for the exclusive use of the unit to which they are adjacent. Hallways, corridors, steps and stairs providing access to any unit are Limited Common Area and are reserved for the exclusive use of the Units to which they provide access.

Each Unit Owner having the benefit of the use of Limited Common Area (parking areas excluded) shall maintain and clean such Limited Common Area, and all structures placed thereon by a Unit Owner, to a standard at least equal to the other Common Areas and Facilities in the Condominium, such Unit Owner being solely responsible for all costs and expenses associated therewith; provided, however, that the cost and expense of maintaining and/or repairing any structural component and/or element of such appurtenances, other than costs and expenses associated with the maintenance and/or repair of the garage space shall be a Common Expense. The maintenance of the outdoor parking spaces shall be by the Trustees and the cost and expense of such a Common Expense.

7. Phasing. It is contemplated and intended by Grantor to submit additional Premises to the Condominium and to construct, develop and market the Condominium on a so-called phased basis. In particular, it is the intent of the Grantor to first undertake to

complete the construction of Building #64, the Units therein and the Common Areas and Facilities related thereto as shown upon the Plans (herein referred to as "Phase I"). Thereafter, it is the intent of the Grantor to construct eight (8) additional phases: Phase II to be one residential building of forty-eight (48) units; Phase III to be one residential building of sixty-four (64) units; Phase IV to be one residential building of thirty-two (32) units; Phase V to be one residential building of one hundred two (102) units; Phase VI to be one residential building of eighty-four (84) units; Phase VII to be one residential building of sixty (60) units; Phase VIII to be two residential buildings of sixteen (16) units each; Phase IX to be two residential buildings, one (1) with twenty-eight (28) units and the other with sixteen (16) units. The units to be constructed in Phases II to IX shall be similar in construction and size as those in Phase I.

A. Undivided Interest and Determination. To facilitate said phasing, and so as to provide for an equitable division of Common Expenses as provided for in the Declaration of Trust, the Undivided Interest of each unit in Phase I has been determined on the basis of the approximate relation which the fair value of each said unit on the date hereof bears to the aggregate fair value of all the units in Phase I as of this date. The percentage of undivided interest in the Common Area as to Phase I is set forth in Schedule B attached hereto. The Undivided Interest of the Units in Phases II to XI as referenced above shall be determined at the time that each said additional phase is submitted to the Condominium and recorded at Middlesex North District Registry of Deeds by the Grantor, his successors or assigns.

PG 38

At the time of submission of each said additional phase to the Condominium, the Undivided Interest of each unit then existing in the Condominium shall be reduced on the basis of the approximate relation which the fair value of each separate unit then existing under the Condominium bears to the aggregate fair value of all the units included in the Condominium as of the date of submission and recording of each said additional phase. By the acceptance of a deed to a Unit within the Condominium, each such Unit Owner and the holder of any mortgage upon such Unit shall be deemed to have consented to such alteration in the Undivided Interest and the Amended Schedule B without the Grantor, his successors or assigns, being required to obtain any further consent or the execution of any documents by such Unit Owner or mortgagee.

B. Rights of Grantor Relative to Phases II to XI. The Grantor reserves to himself, his successors or assigns, the right to amend this Master Deed so as to alter the floor plans, arrangements, number of units, dimensions, and other particulars of Phases II to XI as in his discretion the Grantor may determine are necessary, proper and/or desirable in regard thereto; and the right to grant easements across, under, over and through the Land, Buildings, or any portions thereof, which the Grantor, his successors or assigns, deems necessary, proper and/or desirable in connection with said Phases II to XI. By the acceptance of a deed to a Unit within the Condominium, each such Unit Owner and the holder of any mortgage upon such Unit shall be deemed to have consented to such alteration and/or grant without the Grantor, his successors or assigns, being required to obtain any further consent or the execution of any documents by such Unit Owner or mortgagee. The Grantor further reserves to himself, his successors or

assigns, the right to make such use of the Common Areas and Facilities as may be reasonably necessary or convenient to the Grantor and his contractors for the purpose of constructing and developing Phases II to XI inclusive.

C. Upon Failure to Construct Additional Phase Reversion to Condominium. In such case as the Grantor, his successors or assigns, shall have failed to exercise their rights as to Phases II to XI and record the aforesaid instrument of existence and said plans within seven (7) years of the date hereof, such Buildings and portions of the Land owned by the Grantor, his successors and assigns and intended to constitute Phases II to XI shall be considered a Common Element, a part of the Condominium to be utilized as the Trustees may, pursuant to their powers in the Trust contained, determine.

8. Undivided Interest. The Unit Owner of each Unit shall have an Undivided Interest in the Common Areas and Facilities in the percentage as specified in Schedule B hereto.

9. Plans. Simultaneously with the recording hereof there has been recorded a set of floor plans of Building #64 showing the layout, location, Unit numbers and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas, Limited Common Areas, and certain of the Common Facilities. Also simultaneously recorded herewith is a site plan showing the Land, the location of the Buildings thereon, and the location of certain of the Common Areas, Limited Common Areas and certain of the Common Facilities.

PG 40

Subsequent to the recording hereof, upon the Grantor's exercise of his rights in regard to Phases II to XI hereof, a like set of floor plans shall be filed for each additional building and a new site plan.

10. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his/her/their Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element, or for the purpose of obtaining access to, and performing installations, alterations or repairs to the mechanical or electrical services, or other Common Elements in any Unit or elsewhere in the Buildings. In case of an emergency such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

11. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alterations or

repair to the Common Elements made by or with the consent of the Trustees, or (b) setting of all or any portion of the Buildings, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

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

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

- A. No Unit shall be used for any purpose other than housing or for such other purposes as may be permitted by the applicable zoning ordinance.
- B. No Unit may be leased, rented or let unless upon a written agreement therefore for a term of no less than six (6) months; and provided that (1) a copy of said Agreement is provided to the Trustees prior to the occupancy thereunder and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto, and further provided that (3)

PG 42

it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto.

- C. The architectural integrity of the Buildings and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his/her/their Unit as he/she/they should so determine; provided, however, that to the extent such decoration, when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake

such reasonable measures as the Trustees may determine to ameliorate such detracting. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Buildings and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents in amendment of the Master Deed and all plans filed therewith are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; and (4) all conditions as may be reasonably imposed by the Trustees are satisfied.

- D. Customary household pets may be kept in any Unit to the restrictions and regulations contained in the Trust; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) are in no greater number than the Trustees may allow so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat, (3) in compliance with all applicable governmental laws, ordinances, rules and regulations and (4) such that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine.
- E. No parking space shall be used other than for the parking of one (1) operational motor vehicle owned or operated by the resident(s) of the Unit to which it is appurtenant, or

PG 41

his/her/their guests; provided, however, that the Unit Owner of the Unit to which such parking space is appurtenant may rent, let or lease such space to another resident of the Condominium, but only for such time as such person is in fact a resident. Parking spaces may not be used for commercial automotive repair work nor the storage of non-operational vehicles, trailers excepted, provided they are only parked upon and within the designated space and, if applicable, not utilized as shelter.

- F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.
- G. No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Farenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.
- H. No nuisance shall be allowed in or upon on the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.
- I. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or

requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

- J. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- K. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than an area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate.
- L. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.
- M. No recreational facility, or other amenity of the Condominium, may be used by any person other than the occupants of the Units and their accompanying guests, if any. The Trustees may, by Rule and Regulation, limit the number of such accompanied guests and otherwise reasonably restrict the time, manner and extent of usage of the recreational facilities, or other amenities.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and shall be administered on behalf of the Unit Owners by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit with a Unit Owner's consent, to comply with said restrictions will give rise to a cause of action in the Trustees, and any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Paragraph except as such occur during his or her ownership of a Unit.

14. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, and the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length

in each and every deed or conveyance or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of a Unit Owner.

15. Rights, Privileges and Easements Reserved to Grantor.

Notwithstanding anything herein contained to the contrary, including, but not limited to, Paragraphs 15 and 16 hereof, the following rights, privileges and easements are reserved to the Grantor, his successors or assigns:

- A. To lease Units owned by the Grantor;
- B. To use any Units owned or leased by the Grantor as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, sale or leasing of Units, or for any other lawful purpose, and to use any appropriate Common Areas and Facilities, or portions thereof, for office and meeting purposes and for purposes of promotion, sale or leasing of Units;
- C. To, for so long as the Grantor owns any Unit, erect and maintain signs in and on the Common Areas and Facilities of the Condominium;
- D. To, for so long as the Grantor owns any Unit:
 - a. Pass and repass over, upon and through the Land and Buildings, and all improvements thereon, including Units which may have been conveyed, in connection with the construction, development and marketing of the Condominium, such right including, but not limited to, the transportation, storage and handling of materials and equipment;

- b. Connect to, make use of, maintain, repair, replace and/or alter any and all utility lines, pipes, conduits, sewers, drainage lines, common systems and similar items which may be located in, upon or under the Land and Buildings, including Units which may have been conveyed, in order to take such action as the Grantor deems necessary, convenient and/or appropriate in connection with the construction, development and marketing of the Condominium;
- c. Grant and/or reserve rights, restrictions and/or easements on, over, across, through and/or under the Land and Buildings, including Units which may have been conveyed, in order to take such action as the Grantor deems necessary, convenient and/or appropriate in connection with the construction, development and marketing of the Condominium, provided that such do not adversely and/or materially interfere with the use of the Units for their intended purposes;
- d. Alter the design, arrangement, materials, components, fixtures, dimensions, numbering, location, amenities and similar items of the Units and the Common Elements as the Grantor may deem necessary, convenient and/or appropriate in connection with construction, developing and marketing of the Condominium, provided that such do not alter the Undivided Interest of any conveyed Unit and/or adversely and/or materially interfere with the use of the Units for their intended purposes; and

3. Amend this Master Deed as the Grantor may deem necessary, convenient and/or appropriate in connection with the construction, development and marketing of the Condominium, provided that such amendment does not adversely and/or materially affect any conveyed Unit, the Unit Owner thereof and the holder of any mortgage thereon.

By the acceptance of a deed to a Unit, each Unit Owner and the holder of any mortgage upon such Unit, shall be deemed to have consented to any such action taken by the Grantor, his successors or assigns, pursuant to the above reservations of rights, privileges and easements without the Grantor, its successors or assigns, being required to obtain any further consent or the execution of any documents by such Unit Owner or mortgagee.

The rights, privileges and easements reserved to the Grantor, his successors or assigns, as within this Paragraph contained are in addition to, and not in limitation of, such other rights, privileges and easements as may be elsewhere in this Master Deed contained.

The rights, privileges, and easements reserved to the Grantor, his successors or assigns, as to Units which have been conveyed as are within the Paragraph contained are, however, limited to a right of access for the making of corrections to or changes in any system, or systems, and/or structural member which may serve the Buildings or another Unit; and shall be in such a manner and to such an extent as to minimize any disturbance to such Unit and/or the occupant thereof.

16. Amendments of Master Deed. This Master Deed may be amended by an instrument in writing signed by the Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest herein, signed

PG 50

and acknowledged by a majority of the Trustees of the Trust, and duly recorded with the Middlesex North District Registry of Deeds, provided, however, that:

- A. The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless and until the same has been recorded with the Middlesex North District Registry of Deeds and in no event later than 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 the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of all mortgages of record on said Unit;
- C. No instrument of amendment which alters the Undivided Interest shall be of any force or effect unless the same has been signed by the Owners of all the Units, the same has been assented to in writing by all holders of all mortgages of record and said instrument is recorded as an Amended Master Deed;
- D. No instrument of amendment affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage (or mortgages if more than one);
- E. No instrument of amendment which alters this Master Deed in any way which would materially and/or adversely affect holders of mortgages on Units shall be effective without the approval of all holders of mortgages of record so affected;

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

17. FHLMC/FNMA Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any First Mortgagee:

- A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - c. sell or lease a Unit acquired by the First Mortgagee.
- B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;

PG 52

- 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 which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- D. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 15 and/or 22 of this Master Deed unless sixty-six $\frac{2}{3}$ percent ($66\frac{2}{3}\%$) of the First Mortgagees (based upon one vote for each First Mortgage), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:
- a. by any act or omission, seek to abandon or terminate the Condominium (except as provided by statute); or
 - b. other than as provided in Paragraph 14 hereof, change the undivided interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
 - c. partition or subdivide any Unit; or
 - d. other than as provided in Paragraph 14 hereof, by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the

- granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.
- E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- F. In no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;
- G. A First Mortgagee upon request made to the Trustees shall be entitled to:
- a. written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;

PG 51

- b. inspect the books and records of the Trust at all reasonable times;
- c. receive an annual financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;
- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
- g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;
- H. No agreement for professional management of the Condominium or any other contract with the Grantor 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 thirty (30) days or less written notice; provided, however, that, if professional management

has been required by a First Mortgagee, any such management agreement may not be terminated without the prior written consent of Unit Owners entitled to a least sixty-six $\frac{2}{3}$ percent ($66\frac{2}{3}\%$) of the Undivided Interest herein and First Mortgagees holding mortgages on Units entitled to at least fifty-one percent (51%) of the Undivided Interest herein.

- I. In addition to all other requirements of this Master Deed or the Trust, the prior written consent of First Mortgagees holding mortgages on Units entitled to at least fifty-one percent (51%) of the Undivided Interest herein and Unit Owners entitled to at least sixty-six $\frac{2}{3}$ percent ($66\frac{2}{3}\%$) of the Undivided Interest herein shall, except as provided for in Paragraph 14 hereof, be required for the following:
 - a. the abandonment of the condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
 - b. the partition or subdivision of any Unit or of the Common Areas and Facilities;
 - c. a change in the Undivided Interest of any individual unit;
 - d. to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:
 - (i) Voting;
 - (ii) Assessments, assessment liens or subordination of such liens;
 - (iii) Reserves for maintenance, repair and replacement of the common areas;
 - (iv) Insurance or Fidelity Bonds;
 - (v) Rights to use of the Common Areas and Facilities;

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

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

The Grantor intends that the provisions of the Master Deed shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium loans, and, except as may otherwise specifically be provided in this Master Deed, 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 with the exception of those amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of FNMA and FHLMC, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex North District Registry of Deeds.

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

- A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- B. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 16 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;
- C. In the event of any conflict other than as set forth in subparagraph B above between the provisions of Paragraph 16 hereof and any other provisions of this Master Deed or the Declaration of Trust, except Paragraph 14 hereof, the provisions of Paragraph 16 shall control.

19. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master

PG 58

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

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

23. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners

may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; provided, further, that the holders of mortgages of record on Units which have sixty-six 2/3 percent (66 2/3%) or more of the Undivided Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Middlesex North District Registry of Deeds.

Witness the execution hereof under seal this first day of January , 1986.

DAVILLA REALTY TRUST

By 
Paul A. Villemaire, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 1 , 1986

Then personally appeared the above-named Paul A. Villemaire, Trustee, and acknowledged the foregoing instrument to be his free act and deed upon appropriate authority, before me.


James W. Flood Jr.
Notary Public
My Commission Expires: 12/18/92

EXHIBIT A

Land in Dracut, Middlesex County, Massachusetts, with the buildings thereon, situated on the southeasterly side of Tennis Plaza Road, containing 199.236 square feet of land, being shown as Lot 1A on plan of land entitled "Plan of Land in Dracut, Mass. for Pendex Construction Corp." dated February 26, 1985, Robert M. Gill & Assoc., Inc., C. E's., recorded with Middlesex North District Registry of Deeds, Book of Plans 147, Plan 101, and thus bounded:

Northwesterly by said Tennis Plaza Road one hundred seventy-five (175) feet;

Northeasterly by Parcels A & B as shown on said plan two hundred twenty-three and 14/100 (223.14) feet;

Northeasterly by land now or formerly of Neofotistos as shown on said plan four hundred twenty-four and 59/100 (424.59) feet;

Northwesterly by said last named land one thousand forty-nine and 18/100 (1,049.18) feet;

Northeasterly by land now or formerly of Barbin as shown on said plan one hundred twelve and 29/100 (112.29) feet;

Northwesterly by said last named land one hundred twenty-one and 28/100 (121.28) feet;

Northeasterly by Lakeview Avenue thirty-nine and 76/100 (39.76) feet;

Southeasterly by land now or formerly of Geoffroy as shown on said plan one hundred twenty-five (125) feet;

Southeasterly by Lot 1B as shown on said plan one thousand nineteen and 51/100 (1,019.51) feet;

Southwesterly by said Lot 1B one hundred forty (140) feet;

Southeasterly by said Lot 1B one hundred nineteen and 71/100 (119.71) feet;

Southwesterly by said Lot 1B two hundred twenty-seven and 84/100 (227.84) feet; and

Southwesterly still by said Lot 1B two hundred (200) feet;

be said contents and any or all of said measurements more or less and however otherwise said premises may be measured, bounded or described.

Subject to a 30' wide water easement as shown on said plan; and subject to any and all other rights, easements and restrictions of record, if any there may be, insofar as the same are now in force and applicable.

Deed BK 3141 Pg 230

EXHIBIT B

<u>Bldg. No.</u>	<u>Unit No.</u>	<u>Approx. Sq. Feet</u>	<u>No. Rooms</u>	<u>Comm. Area For Access</u>	<u>Phase I Only</u>	<u>Location</u>
64	1	1350	K/D, LR, 2 bedrooms, 1-bath, garage & storage	Stairs and Hall "	4.167	See Plans Recorded with Middlesex North District Registry of Deeds
64	2	1350	"	"	4.167	
64	3	1350	"	"	4.166	
64	4	1350	"	"	4.166	
64	5	1350	"	"	4.167	
64	6	1350	"	"	4.167	
64	7	1350	"	"	4.167	
64	8	1350	"	"	4.166	
64	9	1350	"	"	4.166	
64	10	1350	"	"	4.167	
64	11	1350	"	"	4.167	
64	12	1350	"	"	4.167	
64	13	1350	"	"	4.167	
64	14	1350	"	"	4.167	
64	15	1350	"	"	4.166	
64	16	1350	"	"	4.166	
64	17	1350	"	"	4.167	
64	18	1350	"	"	4.167	
64	19	1350	"	"	4.167	
64	20	1350	"	"	4.167	
64	21	1350	"	"	4.166	
64	22	1350	"	"	4.166	
64	23	1350	"	"	4.167	
64	24	1350	"	"	4.167	

For location of each Unit see site plan recorded with Middlesex North District Registry of Deeds.