

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

BELLOWS FARM

ACTON, MASSACHUSETTS

This Declaration of Covenants, Conditions, and Restrictions (the "Declaration") made this 16<sup>th</sup> day of December, 1996 by Keystone Associates Limited Partnership, a Massachusetts Limited Partnership with an office at 4 Benjamin Road, Lexington, Massachusetts 02173, hereinafter the "Declarant".

1. Recitals.

(a) Declarant is the owner of the real property (the "Phase 2 Property") located in the Town of Acton, Middlesex County, Massachusetts described in Exhibit A attached hereto and incorporated herein by this reference.

Bellows Farm Rd Acton

(b) The Phase 2 Property is shown as Phases 2a and 2b on a plan of land entitled "Bellows Farm, Phase II, III & IV, Acton, Massachusetts, Definitive Subdivision Planned Conservation Residential Community, Record Plan (Six (6) Sheets), Sheets 1-5, Scale: 1" = 40', Sheet 6 Scale 1" = 120', Dated April, 1995", last amended September, 1996, prepared for Northwest Structures, Inc., P. O. Box 657, Acton, Massachusetts, prepared by Lancewood Engineering, Inc., recorded in the Middlesex South District Registry of Deeds as Plan No. 992 of 1996, in Book 26694, Page 310 (the "Definitive Plan") and also shown on a plan entitled "'Bellows Farm', Subdivision of Phase 2, Plan of Land in Acton, MA" prepared for Northwest Structures, Inc., dated December 11, 1996, prepared by Lancewood Engineering, Inc., to be recorded with the Middlesex South District Registry of Deeds herewith (the "ANR Plan"). The Definitive Plan and the ANR Plan shall be referred to hereinafter as the "Plans".

Plan No. 1300

P10p

(c) Declarant has obtained a decision of the Planning Board of the Town of Acton entitled "Decision 95-7, Bellows Farm - Phase II, III, IV, Definitive Subdivision Approval, Planned Conservation Residential Community (PCRC) Special Permit" dated August 28, 1995 (the "PCRC Special Permit") filed with the Acton Town Clerk on August 29, 1995 and recorded as Instrument Number 648 of September 25, 1996 with the Middlesex South Registry of Deeds, as modified by "Amendment #1 of Decision 95-7, Bellows Farm - Phases II, III, IV" dated June 12, 1996, filed with the Acton Town Clerk on June 12, 1996 and recorded with said Deeds as Instrument Number 649 on September 25, 1996, and further modified by "Amendment #2 of Decision 95-7, Bellows Farm - Phases II, III, IV" dated September 11, 1996, filed with the Acton Town Clerk on

SEE PLAN IN RECORD BOOK 26920 PAGE 224

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MARGINAL REFERENCE REQUESTED  
BOOK 26694 PAGE 310

September 11, 1996 and recorded with said Deeds as Instrument Number 650 on September 25, 1996. The Declarant (and its successors-in-title to all or a portion of the Phase 2 Property) intends to develop the Phase 2 Property in accordance with the PCRC Special Permit, as amended, as the PCRC Special Permit may be further amended from time to time.

(d) Declarant intends by this Declaration to impose restrictions upon the Phase 2 Property under a general plan of improvement for the Phase 2 Property subject to this Declaration and amendments hereto. Declarant desires to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be subject to this Declaration.

Now, Therefore, Declarant hereby declares that the Phase 2 Property, and any additional property as may by subsequent amendments hereto be added to and subject to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are hereby imposed for the purpose of protecting the value and desirability of, and which shall run with, the real property subject to this Declaration, and which shall be binding upon all parties having any right, title, or interest in the Phase 2 Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## 2. Condominium.

(a) The Plans depict, on the Phase 2 Property, inter alia, thirty-two (32) exclusive use areas, each designated on the Plans as "E.U.A." followed by a number 1 through 12, inclusive, and 53 through 72, inclusive (i.e. E.U.A. 1, E.U.A. 2, and so forth). The designation "E.U.A." means, individually an "Exclusive Use Area"; collectively the "Exclusive Use Areas".

(b) Declarant, Bellows Farm, LLC, a Massachusetts Limited Liability Company with a principal place of business at 178 Great Road, Acton, Massachusetts 01720 and Bobjon Corp., a Massachusetts Corporation with its principal place of business at P. O. Box 3043, Westford, Massachusetts 01886 or their nominees, successors and assigns, intend to create a condominium called Bellows Farm Condominium (or a similar name) (the "Condominium") by executing and recording a Master Deed pursuant to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"). Declarant, Bellows Farm, LLC and Bobjon Corp. or their nominees, successors and assigns also intend to create a condominium unit owners' association pursuant to the provisions of the Act called Bellows Farm Condominium Trust (or a similar name) (the "Condominium Association") by executing and recording a Declaration of Trust. Any of the Phase 2 Property which is conveyed specifically subject to and with the benefit of

this Declaration shall be submitted to the provisions of the Master Deed and Condominium Trust when and as created by the Declarant and no Unit, no E.U.A. and no dwelling built on an E.U.A. shall be conveyed unless previously submitted to the Master Deed and Condominium Trust. The declarant of the Master Deed and the original Trustees of the Condominium Trust will be the nominees of the Declarant, Bellows Farm, LLC and Bobjon Corp. or their successors or assigns. The declarants of the Master Deed and the original Trustees of the Condominium Trust and their nominees, successors and assigns are hereby called the "Sponsor". Unit owners of the Condominium shall not be entitled to the rights and benefits of the Sponsor set forth in this Declaration unless specifically provided for in the Master Deed or Condominium Trust. The land that will eventually be included in the Condominium (the "Condominium Land") is all of the land shown on the Plans, with the exception of the streets and ways shown on the Plans. Declarant, Bellows Farm, LLC and Bobjon Corp. hereby grant the right and easement to use all streets and ways, including Parcel A (the "Streets") shown on the Plans for all purposes for which streets and ways are commonly used in the Town of Acton. Declarant, Bellows Farm, LLC and Bobjon Corp. shall grant easements to the Condominium Association, the Sponsor and to all of the unit owners in the Condominium to use the Streets for all purposes for which streets and ways are commonly used in the Town of Acton.

(c) Declarant and the Sponsor intend to develop the Condominium as a phased condominium, each phase of which shall include one or more buildings. The phases will eventually consist of Phases 2a, 2b, 3a, 3b, 4a and 4b as shown on the Plans. The term "Dwelling" shall have the same meaning as the term "Unit" as defined in the Act. Each Dwelling shall have an easement for the exclusive use of that portion of the Condominium Land as is shown on the Plans as an E.U.A. Each Dwelling shall bear the identical number as the E.U.A. which it has the exclusive, easement and right to use.

(d) In order to permit and facilitate the development referred to herein, Declarant, for itself, its nominees, and all its successors and assigns, hereby expressly reserves and grants the following rights and easements:

(i) The Sponsor, their nominees, and successors and assigns shall have the right and easement to construct, erect and install on the Phase 2 Property in such locations as Sponsor shall, in the exercise of their discretion, determine to be appropriate or desirable:

- (1) Dwellings on E.U.A. 1 through 12, inclusive and 53 through 72, inclusive; and
- (2) Roads, driveways, parking spaces and areas,

walks and paths; and

- (3) Fences, barriers and enclosures; and
- (4) Conduits, pipes, satellite dishes, wires, poles, lines, equipment and installations of every character and description for the furnishing of utilities; and
- (5) A Sewer Treatment Plant and facilities as described in Section 3 herein.
- (6) Any and all buildings, structures, improvements and installations as Sponsor shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

(ii) The Sponsor, their nominees, and successors and assigns shall have the right and easement to enter upon all or any portion of the Phase 2 Property (specifically including but not limited to the common areas and facilities of the Condominium) with personnel, vehicles, machinery and equipment for the purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures (including but not limited to Dwellings 1 through 12, inclusive, and Dwellings 53 through 72, inclusive), utilities of every character, roads, drives, walks and all such other structures and improvements as Sponsor shall deem necessary or desirable to complete the development of the Condominium, including the development of future phases and the development of common use facilities should the Sponsor elect to develop same. This easement shall include the right to store at, in, or upon the common areas and facilities, temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with the development contemplated by this Declaration, for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium.

(e) Sponsor for themselves, their nominees, and all their successors and assigns, hereby expressly reserves the right and easement to unilaterally amend the Master Deed at any time and from time to time to add to the Condominium, additional land, Dwellings (including but not limited to Dwellings 1 through 12, inclusive, and Dwellings 53 through 72, inclusive), together with any buildings, structures, improvements or other facilities which Sponsor may elect to construct, install and add to the Condominium. There shall be no limitation imposed on the time limit within which Sponsor may construct and add to the

Condominium, Dwellings or other buildings, structures, improvements or facilities; there shall be no limitation imposed on the location of building structures, improvements and alterations constructed, erected or installed on the Phase 2 Property pursuant to the rights hereby reserved to Sponsor; and there shall be no minimum or maximum size limitations on phases to be added to the Condominium. A phase may consist of any number of buildings, each containing one or more Dwellings. Sponsor shall have the right to construct Dwellings and add same to the Condominium in any order, and Sponsor shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which Sponsor may desire.

(f) Nothing in this Declaration shall obligate Sponsor to construct any building, structure, Dwelling, or improvement, nor to add any of same to the Condominium.

### 3. Sewerage Treatment Plant.

(a) The Condominium shall be served by a sewerage treatment plant operated by the Farmbrook Trust created pursuant to a Declaration of Trust dated November 6, 1987, recorded with the Middlesex South District Registry of Deeds in Book 18678, Page 93, as amended.

(b) The sewerage treatment plant and leaching areas referred to in subsection (a) of this Section 3, together with all pipes, conduits, controls and other appurtenances relating thereto are hereinafter collectively called the "Sewer System". The Sewer System shall serve the Phase 2 Property and the improvements thereon. The Sewer System (specifically including but not limited to those portions of the Sewer System located on the Condominium Land) shall be a portion of the common areas and facilities of the Condominium referred to in Section 2 hereof. The Condominium Association and the Declarant shall have the right and easement to use, operate, maintain, repair and replace all portions of the Sewer System located on or under any portion of the Phase 2 Property, including but not limited to the Streets, except as provided in the Farmbrook Trust. The Condominium Association and the Declarant shall have the right at any time and from time to time to change the location of any portion of the Sewer System, and the Condominium Association shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Dwellings and any areas designated for the exclusive use of owners of certain Dwellings) in order to fulfil its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewer System.

(c) The Trustees of the Condominium Association (the "Trustees") shall formulate a Sewer System Budget for the Condominium which shall include any assessments attributable to

the Condominium in accordance with the Farmbrook Trust as required by the Farmbrook Trust (the "Sewer Budget") on an annual basis which shall cover all of the expenses of the use, ownership, operation, maintenance, repair and replacement of the Sewer System, specifically including insurance, and reserves adequate in the sole judgment of the Trustees to provide for contingencies, working capital and the periodic replacement of the Sewer System. The Sewer Budget shall be a part of the budget of the Condominium, for which the Condominium shall have all of the remedies for nonpayment as set forth in the Act and Massachusetts General Laws, Chapter 254, Sections 5 and 5A. The charges levied on each Unit Owner in the Condominium to cover the Sewer System Budget are referred to as "Sewer Charges." If the Trustees fail to promulgate a Sewer Budget, the Sewer Budget for the immediately preceding year shall be deemed to remain in effect until the Trustees promulgate a new Sewer Budget. If, during the year, the Trustees in good faith believe that the Sewer Budget will be inadequate, or that additional funds are needed because of some unexpected occurrence, then the Trustees shall have the right at any time and from time to time to promulgate supplementary assessments.

(d) Each Unit Owner (both (x) current Unit Owners and (y) future Unit Owners by acceptance of their deeds whether or not it is expressed in such deed), shall be deemed to covenant and agree with the Trustees and all of the other Unit Owners, and all of the owners of Dwellings in the Condominium that Sewer Charges shall be a continuing lien on the Unit owned by such Unit Owner in favor of the Condominium Association and the other Unit Owners, enforceable by the Condominium Association on behalf of itself and of said other Unit Owners, which shall bind such Unit in the hands of the then owner, his heirs, devisees, executors, administrators, personal representatives, successors-in-title, and assigns. If any Sewer Charge is not paid on the date when it falls due, the Trustees shall have the right and the obligation to bring an action at law against the Unit Owner obligated to pay the same, or to foreclose the lien against the Unit, or both, and there shall be added to the amount of the Sewer Charge, the cost of preparing and filing the complaint in such action, and conducting litigation in connection therewith, including but not limited to appeals, together with costs, disbursements and legal fees. Sewer Charges shall constitute a perfected lien on the Unit on which the Sewer Charges are made, prior and superior to all other liens except (1) real estate taxes and (2) the lien of any first mortgage of record except that Sewer Charges shall be superior in priority to a first mortgage of record as to Sewer Charges which become due (in the absence of acceleration) during the period of six (6) months next proceeding the institution of a lawsuit by the Condominium Association to collect Sewer Charges, together with costs and reasonable attorneys' fees incurred in the collection thereof. Such lien, when delinquent, may be enforced by suit, judgment or foreclosure.

The Condominium Association shall have the power to bid for the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Sale or transfer of a Unit shall not relieve such Unit from liability for any Sewer Charge nor shall it relieve the Unit Owner from personal liability for payment of any Sewer Charge which became due and payable while such Unit Owner owned the Unit.

(e) The Trustees shall promptly provide any Unit Owner, or prospective Unit purchaser, or mortgagee, or attorney of any such party, with a written statement of all unpaid Sewer Charges, due with respect to such Unit, signed and acknowledged by any two (2) Trustees, in proper form for recording. Recording of such statement in the Middlesex South District Registry of Deeds shall operate to discharge the Unit from any lien for any Sewer Charges, unpaid and not enumerated on such statement as of the date of such statement.

(f) The provisions of this Section 3 shall not be modified or amended without the prior written consent of the Sponsor.

(g) At the time that any or all of the Units are added to the Condominium and become subject to the Master Deed and Condominium Trust, the provisions of this Section 3, subsections (d), (e), and (f) shall expire and be of no further force or effect as to such land added to the Condominium.

#### 4. Open Space.

The land designated on the Definitive Plan as "Open Space M", "Open Space N", "Open Space A", "Open Space B", and "Open Space C" may be used by the owners from time to time of Dwellings, the owners of property shown on the Plans other than Dwellings, Declarant, Sponsor, and the families, guests, tenants, occupants, and invitees of all of the foregoing as described below. Open Space B and Open Space C shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Definitive Plan. In addition to its use for active recreation, including a pool, tennis courts, sports complex and parking ancillary thereto, as shown on the Definitive Plan, Open Space M shall remain as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for sewer lines and drainage and utility easements as shown on the Definitive Plan. Open Space N shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for drainage and utility easements.

5. Special Permit.

The Phase 2 Property shall be developed, maintained, and used as set forth in the PCRC Special Permit, as the same may be amended from time to time.

6. Non-Interference.

Owners of Dwellings and owners of other property interests in any of the real property shown on the Plans, by their acceptance of unit deeds (in the case of purchasers of Dwellings) and by their acceptance of other instruments of conveyance or lease (as to portions of the Phase 2 Property other than Dwellings), covenant that the neither they nor anyone claiming by, through or under them shall ever interfere with or obstruct any of the rights or easements of Declarant, Sponsor and all their successors and assigns, specifically including but not limited to Sponsor's right and easement to create a phased condominium on the Phase 2 Property as set forth in Section 2 hereof.

7. Utility Lines.

Declarant and Sponsor shall have the right and easement to use any portion of the Phase 2 Property (including but not limited to the area under the Streets) for the installation, maintenance, replacement, repair, and use of utility lines, pipes, wires, conduits and related equipment and appurtenances.

8. Implied Rights.

Declarant and Sponsor may exercise any right, privilege, option or easement given to them expressly by this Declaration, and every other right, privilege, option and easement reasonably to be implied from the existence of any right, privilege, option or easement given to them herein or reasonably necessary to effectuate any such right, privilege, option or easement.

9. Easements for Utilities.

Declarant hereby reserves for itself and its designees (including, without limitation, the Town of Acton, any utility companies, Sponsor and the Condominium Association) blanket easements upon, across, over and under the Phase 2 Property for ingress, egress, installation, replacement, repair, maintenance and use of cable television systems, master television antenna systems, security and similar systems, walkways, and all utilities, including but not limited to water, sewer, telephone, gas, and electricity. This reserved easement may be assigned by Declarant in whole or in part by written instrument to Sponsor and the Condominium Association, and if so assigned, Sponsor or



the Condominium Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to Sponsor or the Condominium Association, the Condominium Association shall, upon written request, grant such easements as may be reasonably necessary for the development of the Phase 2 Property or of such other property as may become subject hereto.

10. Construction and Sale.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of all Dwellings to be included in the Condominium shall not be complete, it shall be expressly permissible for Declarant and Sponsor and all their successors and assigns to maintain and carry on upon all portions of the Phase 2 Property, (including but not limited to the common areas and facilities of the Condominium) such facilities and activities as, in the sole opinion of Declarant or Sponsor, may be reasonably required, convenient, or incidental to the construction or sale of the Dwellings, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant and Sponsor and their invitees shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings owned by Sponsor as models and sales offices.

11. Amendment.

Notwithstanding anything contained herein to the contrary, Declarant, its successors and assigns, unilaterally, shall have the right to amend this Declaration, in order to (a) further the development contemplated herein in any way, or (b) comply with laws, ordinances, by-laws or rules or regulations of any governmental or quasi-governmental body or agency (including but not limited to the Town of Acton) or any institution holding or insuring a mortgage on any part of the Phase 2 Property (including but not limited to Federal National Mortgage Association or Federal Home Loan Mortgage Corporation), or (c) to correct typographical or clerical errors. So long as Burnside Holdings, Inc. and Northwest Structures, Inc. (the "Banks") hold a valid mortgage on the Phase 2 Property, no amendment to this Declaration shall be valid without the written assent of the Banks, or their successors and assigns, but the Banks will not unreasonably withhold or delay their consent. The Banks' successors and assigns shall not be deemed to include holders of mortgages on any portion of the Phase 2 Property (except Burnside Holdings, Inc. and Northwest Structures, Inc.), and the assent of such mortgage holders to amendments to this Declaration shall not be required.

12. Notwithstanding anything set forth elsewhere herein to the contrary, with respect to individual E.U.A.s the rights and easements reserved to the Declarant and the Sponsor to develop the Condominium shall be limited to the rights and easements set forth in Paragraphs 3(b) and 9 hereof and in the Master Deed and Condominium Trust.

13. General Provisions.

A. Binding Effect. The covenants and restrictions in this Declaration shall run with and bind the Phase 2 Property, and shall inure to the benefit of and shall be enforceable by Declarant, Sponsor, or the Condominium Association, or the owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded; and thereafter for further periods of not more than twenty (20) years at a time if extended in accordance with law.


B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

C. Perpetuity. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last to survive of William and Henry, sons of Charles, Prince of Wales.

D. Transfer. Any or all of the rights and obligations of Declarant and Sponsor hereunder may be transferred at any time and from time to time to other persons or entities, providing that the transfers shall be effective when recorded in the Middlesex South District Registry of Deeds.

Executed as an instrument under seal on the day and date first written above.

Keystone Associates Limited Partnership  
By its General Partners

  
Owls Nest Cove, Inc.,  
General Partner  
By: Robert A. Peters,  
President

  
Robert A. Peters, General  
Partner

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX


On this 16 day of December, 1996, before me personally appeared before me the above named Robert A. Peters, individually, and as President of Owls Nest Cove, Inc., as General Partners of Keystone Associates Limited Partnership, and acknowledged the foregoing to be his free act and deed.

  
Notary Public Joanne Martin  
My Commission Expires: 4/27/2001

Burnside Holdings, Inc. hereby assents to this Declaration of Covenants, Conditions and Restrictions and hereby covenants and agrees that any mortgage or other security document now or in the future held by it shall be subject and subordinate to this Declaration of Covenants, Conditions and Restrictions.

Executed as an instrument under seal this 14 day of December, 1996.

Burnside Holdings, Inc.  
By:   
Samer Khamraet  
President

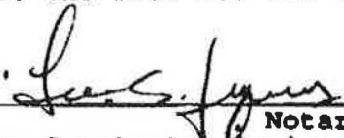
Burnside Holdings, Inc.  
By:   
David Montague  
President

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

December 12, 1996

and John Montague Then personally appeared before me the above named Samer Khamraet the President & Treas of Burnside Holdings, Inc. and acknowledged the foregoing to be the free act and deed of Burnside Holdings, Inc.

  
Notary Public  
My Commission Expires: 7/97

Northwest Structures, Inc. hereby assents to this Declaration of Covenants, Conditions and Restrictions and hereby covenants and agrees that any mortgage or other security document now or in the future held by it shall be subject and subordinate to this Declaration of Covenants, Conditions and Restrictions.

Executed as an instrument under seal this 16<sup>th</sup> day of December, 1996.

Northwest Structures, Inc.


By:   
Ronald B. Peabody, Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of MIDDLESEX

December 16, 1996

Then personally appeared before me the above named Ronald B. Peabody, Treasurer of Northwest Structures, Inc., and acknowledged the foregoing to be the free act and deed of Northwest Structures, Inc.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

STEVEN R. GRAHAM  
Notary Public  
My Commission Expires February 16, 2001

SCHEDULE A  
BELLOWS FARM, ACTON, MASSACHUSETTS

Lot 2B-1 (E.U.A. 68 through 72), Lot 2B-2 (E.U.A. 63 through 67), Lot 2B-3 (E.U.A. 58 through 62), Lot 2B-4 (E.U.A. 53 through 57), Lot 2B-5 (E.U.A. 1 through 5) and Lot 2B-6 (E.U.A. 6 through 12), shown on a plan entitled "'Bellows Farm', Subdivision of Phase 2, Plan of Land in Acton, MA" prepared for Northwest Structures, Inc., dated December 11, 1996, prepared by Lancewood Engineering, Inc., to be recorded with the Middlesex South District Registry of Deeds herewith (the "ANR Plan"), and Open Space M, Open Space N, Open Space B, Open Space C, and Open Space A shown on a plan of land entitled "Bellows Farm, Phase II, III & IV, Acton, Massachusetts, Definitive Subdivision Planned Conservation Residential Community, Record Plan (Six (6) Sheets), Sheets 1-5, Scale: 1" = 40', Sheet 6 Scale 1" = 120', Dated April, 1995", last amended September, 1996, prepared for Northwest Structures, Inc., P. O. Box 657, Acton, Massachusetts, prepared by Lancewood Engineering, Inc., recorded in the Middlesex South District Registry of Deeds as Plan No. 992 of 1996, in Book 26694, Page 310 (the "Definitive Plan").

- E.U.A. 1 contains 24,469 square feet according to the Definitive Plan.
- E.U.A. 2 contains 23,387 square feet according to the Definitive Plan.
- E.U.A. 3 contains 23,382 square feet according to the Definitive Plan.
- E.U.A. 4 contains 21,285 square feet according to the Definitive Plan.
- E.U.A. 5 contains 18,606 square feet according to the Definitive Plan.
- E.U.A. 6 contains 27,257 square feet according to the Definitive Plan.
- E.U.A. 7 contains 17,325 square feet according to the Definitive Plan.
- E.U.A. 8 contains 31,548 square feet according to the Definitive Plan.
- E.U.A. 9 contains 22,049 square feet according to the Definitive Plan.
- E.U.A. 10 contains 19,504 square feet according to the Definitive Plan.
- E.U.A. 11 contains 32,645 square feet according to the Definitive Plan.
- E.U.A. 12 contains 22,969 square feet according to the Definitive Plan.
  
- E.U.A. 53 contains 19,037 square feet according to the Definitive Plan.

E.U.A. 54 contains 11,610 square feet according to the Definitive Plan.  
E.U.A. 55 contains 13,653 square feet according to the Definitive Plan.  
E.U.A. 56 contains 13,083 square feet according to the Definitive Plan.  
E.U.A. 57 contains 15,278 square feet according to the Definitive Plan.  
E.U.A. 58 contains 14,462 square feet according to the Definitive Plan.  
E.U.A. 59 contains 10,224 square feet according to the Definitive Plan.  
E.U.A. 60 contains 14,345 square feet according to the Definitive Plan.  
E.U.A. 61 contains 16,364 square feet according to the Definitive Plan.  
E.U.A. 62 contains 11,345 square feet according to the Definitive Plan.  
E.U.A. 63 contains 10,064 square feet according to the Definitive Plan.  
E.U.A. 64 contains 14,627 square feet according to the Definitive Plan.  
E.U.A. 65 contains 13,653 square feet according to the Definitive Plan.  
E.U.A. 66 contains 9,602 square feet according to the Definitive Plan.  
E.U.A. 67 contains 13,764 square feet according to the Definitive Plan.  
E.U.A. 68 contains 18,362 square feet according to the Definitive Plan.  
E.U.A. 69 contains 11,610 square feet according to the Definitive Plan.  
E.U.A. 70 contains 13,159 square feet according to the Definitive Plan.  
E.U.A. 71 contains 15,026 square feet according to the Definitive Plan.  
E.U.A. 72 contains 17,779 square feet according to the Definitive Plan.

Open Space A contains 19,697 square feet according to the Definitive Plan.  
Open Space M contains 5.731 acres according to the Definitive Plan.  
Open Space N contains 22,949 square feet according to the Definitive Plan.  
Open Space B contains 31,368 square feet according to the Definitive Plan.  
Open Space C contains 14,381 square feet according to the Definitive Plan.

DK 26920 PG 241

Expressly excluding the fee in Davis Road, Bellows Farm Road, and Parcel A as shown on the Definitive Plan.

Subject to and together with the benefit of any and all easements, rights, restrictions and agreements of record, if any there may be, so far as the same are in force and applicable.

For title, see Deeds recorded with Middlesex South District Registry of Deeds in Book 12874, Page 555 and Book 18678, Page 89.



1253

Bellow Farms Rd, Acton, MA

MSD 04/22/97 12:52:01 596 74.00

MASTER DEED

BELLOWS FARM CONDOMINIUM

377 27227  
SEE PLAN IN RECORD BOOK PAGE 1

## MASTER DEED

## BELLOWS FARM CONDOMINIUM

## INDEX

	PAGE
1. Definitions, Condominium Phasing Separate Properties . . .	1
2. Name . . . . .	4
3. Description of the Land . . . . .	4
4. Description of the Buildings . . . . .	4
5. Designation of the Dwellings and Their Boundaries . . . . .	4
6. Sewer Treatment Plant . . . . .	6
7. Common Areas and Facilities . . . . .	8
8. Percentage Ownership Interest in Common Areas Facilities . . . . .	15
9. Lots . . . . .	16
10. Purpose and Restrictions on Use . . . . .	16
11. Rights Reserved to the Declarant for Sale & Future Development . . . . .	22
12. Rights Reserved to the Condominium Trustees . . . . .	23
13. The Owners' Organization . . . . .	24
14. Easement for Encroachment . . . . .	24
15. Units Subject to Master Deed, Unit Deed, Condominium Trust . . . . .	25
16. Amendments . . . . .	25
16.1 Termination and Removal From Condominium Law . . . . .	27
17. Declarant's Reserved Rights to Construct and Add Future Phases . . . . .	29
18. Declarant, Keystone's, Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities . . . . .	35
19. Definition of "Declarant" . . . . .	35
20. Provisions for the Protection of Mortgagees . . . . .	36
21. Sale or Lease of Units . . . . .	42
22. Severability . . . . .	42
23. Waiver . . . . .	43
24. Captions . . . . .	43
25. Governing Law . . . . .	46
26. Exhibit A "Condominium Land" . . . . .	44
27. Exhibit B "Description of Buildings" . . . . .	49
28. Exhibit C "Description of Dwellings" . . . . .	50

MASTER DEED  
OF  
BELLOWS FARM CONDOMINIUM

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

1. Definitions and Condominium Phasing

A. Definitions.

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

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

Bellows shall mean Bellows Farm, LLC, a Massachusetts Limited Liability Company with a principal office at 178 Great Road, Acton, Massachusetts 01720, and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

Bellows Land shall mean land which was owned in fee simple by Bellows or its successors or assigns immediately prior to its being made part of the Condominium by this Master Deed, or added to the Condominium by Amendment to this Master Deed.

Bobjon shall mean Bobjon Corp., a Massachusetts corporation with a principal office at P.O. Box 1486, Westford, Massachusetts 01886, and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

Bobjon Land shall mean land which was owned in fee simple by Bobjon or its successors or assigns immediately prior to its being made part of the

Condominium by this Master Deed, or added to the Condominium by Amendment to this Master Deed.

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

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

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

Declarant shall mean Bellows, Bobjon, and Keystone and their successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

Dwelling shall mean a Unit intended exclusively for residential use.

EUA shall mean an exclusive use area, and has the same meaning as the word "Lot."

Lot shall have the same meaning as EUA. (See EUA.)

Keystone shall mean Keystone Associates Limited Partnership, a Massachusetts Limited Partnership having a usual place of business at 4 Benjamin Road, Lexington, Massachusetts 02173, and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

Keystone Land shall mean land which was owned in fee simple by Keystone or its successors or assigns immediately prior to its being made part of the Condominium by this Master Deed, or added to the Condominium by Amendment to this Master Deed.

Owner shall have the same meaning as the term "Unit Owner" in Section 1 of the Act.

Residential Lot shall mean a lot, the exclusive right and easement for the use of which is appurtenant to a Dwelling which bears a number identical to the lot number.

Site Plan shall mean a plan entitled "Bellows Farm, Acton, Massachusetts, Definitive Subdivision Planned Conservation Residential Community, Record Plan (Six (6) Sheets), Sheets 1-5, Scale: 1" = 40', Sheet 6 Scale 1" = 120', Dated April, 1995", last amended September, 1996, prepared for Northwest Structures, Inc., P. O. Box 657, Acton, Massachusetts, prepared by Lancewood Engineering, Inc., recorded in the Middlesex South District Registry of Deeds as Plan Number 992 of 1996 in Book 26694, Page 310. Land shown on the Site Plan is not a part of the Condominium unless and until expressly added to the Condominium by this Master Deed or an amendment hereto.

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

Unit shall mean a Condominium Unit as that term is defined in Section 1 of the Act.

Open Space Land shall mean that portion of the land which is a part of the Condominium designated on the Site Plan as "Open Space A through O". The Open Space shall be used for conservation, historic preservation and education, outdoor education, recreation, park purposes, agriculture, horticulture, forestry, or for a combination of such uses, all as more particularly set forth in an Open Space Restriction recorded with Middlesex South District Registry of Deeds in Book 26694, Page 343.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof.

Paragraph 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, or any mortgagee or any trustee of the Condominium Trust, or

any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any unit) or any other party, so as to add additional land and additional phases and additional Units to the Condominium. Said paragraph 17 also describes certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units.

2. Name

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

3. Description of Land

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

4. Description of Buildings

The building(s) (hereinafter the "building or building(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 17 hereof.

5. Designation of the Dwellings and Their Boundaries

- (a) The Condominium consists of one (1) Dwelling, being a detached single family building located on the land described in Exhibit A. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Units are set forth in Exhibit C, attached hereto, and as shown on the site and floor plans of the Condominium, recorded herewith. The said floor plans show the layout, locations, dwelling numbers and dimensions of the Units as built, indicate that the buildings are named "BELLOWS FARM CONDOMINIUM" and otherwise have no name, and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.
- (b) If and when the Declarant adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 17 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit

C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in sub-paragraphs 5(c) and 5(d). Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record floor plans showing the building(s) and Unit(s) forming part thereof.

- (c) Dwellings: Each Dwelling shall be a single family free-standing dwelling house and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as a separate Lot bearing a number identical to the Unit designation as set forth in paragraph 9 hereof, upon which said Dwelling is situated and to that end, the boundaries of each of the Dwellings with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Concrete Floors: The plane of the lower surface of the concrete basement floor slab.
  - (ii) Stone, Brick, and/or Concrete Walls: The plane of the exterior finished surface of the concrete walls and the exterior finished surface of any stone or brick walls.
  - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.
  - (iv) Walls, Doors and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.
- (d) Each Dwelling includes the roof, foundation, structural columns, girders, beams, supports, perimeter or exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Dwelling or which are situated in, on or within the Lot set aside for the exclusive use of said Dwelling.
- (e) All Dwellings are heated by means of a separate heating, ventilating and air conditioning system, all portions of which whether located within or without the unit, are a part of the unit which it serves.

- (f) Each Dwelling includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the Lot set aside for the exclusive use of said Dwelling, which exclusively serve the Dwelling.
- (g) Each Dwelling shall have as appurtenant thereto the right and easement to use, in common with the Dwellings served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities, or other Lots.
- (h) Each Dwelling shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Lots" in paragraph 9 hereof.
- (i) Each Dwelling shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 7 hereof, in common with the other Dwellings in the condominium, except for (x) the Lots described in paragraph 9 hereof which are reserved for the exclusive use of the Units to which such Lots appertain.
- (j) Each Dwelling includes all portions thereof, specifically including both structural and non-structural portions. No part of any Dwelling shall be a part of the Common Areas and Facilities.
- (k) All setback requirements shall be as set forth in the Acton Zoning By-Law for Planned Conservation Residential Communities, as amended from time to time.

#### 6. Sewer Treatment Plant

- (a) There is hereby reserved for the benefit of the land on which the Condominium is located (as described in Exhibit A attached hereto), the adjacent parcel of land on which The Arbors at Bellows Farm Condominium is located and the adjacent parcel of land on which the Briarbrook Condominium is located at Acton, Massachusetts, the Owners of the Condominium, the Unit Owners of The Arbors at Bellows Farm Condominium and the Unit Owners of the Briarbrook Condominium, appurtenant to their units, and the Condominium Trust, the Unit Owners Association of the Arbors at Bellows Farm Condominium and the Unit Owners Association of the Briarbrook Condominium, their successors and assigns, a



nonexclusive and reciprocal easement (see easement as recorded in Middlesex South District Registry of Deeds in Book 18678, Page 125) to use, in common the Sewer Treatment Facility and all its accompanying liens and machinery for the purpose of providing ground water waste disposal to the aforementioned Condominiums.

- (b) In addition, there is hereby reserved, in the Trustees of the Condominium Trust, in the Trustees of The Arbors at Bellows Farm Condominium, and in the Board of Governors of the Briarbrook Condominium, their successors and assigns and any other individual and/or entity participating in the use of the Sewer Treatment Facility, the nonexclusive right and easement of access, to use, to maintain, to improve and to operate the Sewer Treatment Facility.
- (c) The Sewer Treatment Facility shall be operated as a single Sewer Treatment Facility under the direction of a single entity known as the Farmbrook Trust, pursuant to a Declaration of Trust dated November 6, 1987 and recorded in Middlesex South District Registry of Deeds in Book 18678, Page 93.

The Trustee(s) of the Farmbrook Trust shall be responsible for the supervision, maintenance, repair and improvement of the Sewer Treatment Facility, and have the authority to enforce all the Rules and Regulations currently promulgated under said Trust or as may be hereafter adopted or amended.

In addition, the Farmbrook Trust shall be responsible for any and all decisions or disputed matters relating to the operation, maintenance, repair and improvement of said Sewer Treatment Facility.

- (d) All costs and expenses and revenues, if any, attributable to maintaining, operating, insuring, repairing and improving the Sewer Treatment Facility, and the common areas and facilities serving the Sewer Treatment Facility shall be allocated respectively to the unit Owners of each Condominium based upon their respective percentage ownership interests in their respective Condominiums and as outlined in Section 6 of the aforementioned Farmbrook Trust.
- (e) There shall initially be established by the Condominium Trust an escrow fund or a comparable bonding arrangement for the replacement of the Sewer Treatment Facility. Said escrow fund shall be managed and controlled by the Trustees of the Farmbrook Trust and shall become available only in the case of an emergency

for the replacement and/or improvement of the Sewer Treatment Facility.

In addition to the establishment of an escrow fund, there shall be established a Capital Reserve Account, for the purpose of replacing the Sewer Treatment Facility or any part or component thereof, within twenty (20) years from the facility's initial date of operation. The funding of the Capital Reserve Account shall be determined by the Condominium Trust and shall be maintained in conformance with the final permit or approval as issued by the Division of Water Pollution Control of the Department of Environmental Quality Engineering of the Commonwealth of Massachusetts. Said Capital Reserve Account, after creation, shall be managed and controlled by the Trustees of the Farmbrook Trust and shall become available only in the case of a replacement of the Sewer Treatment Facility.

Notwithstanding anything in this Master Deed to the contrary, the Declarant, until he no longer holds title to a unit, may amend this Master Deed to supplement or amend the interconnecting use of the Sewer Treatment Facility without the consent of any Owner of the Condominium or any Unit Owners of The Arbors at Bellows Farm Condominium or Briarbrook Condominium or any mortgagee; however, neither the Declarant, the Condominium Trust, the Unit Owner's Association of The Arbors at Bellows Farm Condominium or the Briarbrook Condominium, their successors or assigns, or any other subsequently interconnecting Unit Owner's Condominium Association shall be allowed to amend the interconnecting use of the Sewer Treatment Facility, discontinue, dissolve or remove the land from condominium status without the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering of the Commonwealth of Massachusetts.

#### 7. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land described in paragraph 3 hereof, including all improvements located thereon other than the Units, subject to easements and rights of certain Unit Owners to Lots as set forth in paragraph 9 hereof. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

- (a) In general any and all apparatus, equipment and installations existing for common use.
- (b) (i) The Sewer System, which is hereby defined as follows: all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of Sewer service and all sewer and drainage pipes, septic tanks, and sewer disposal systems, tanks, leaching fields and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities) all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines, and other appurtenances relating thereto. The Sewer System shall serve the Condominium, including all land, buildings and Units and improvements added to the Condominium from time to time in the future. The Sewer System (specifically including but not limited to those portions of the Sewer System located on the Condominium Land) shall be a portion of the Common Areas and Facilities of the Condominium. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Sewer System, whether located on the Condominium Land, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units including but not limited to Lots as defined in paragraph 9 hereto) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewer System. Notwithstanding the foregoing, it shall be the sole responsibility of each Unit Owner to maintain, repair and replace all elements of the Sewer System located on the Lot and serving the Unit exclusively. The Condominium Trust shall have the right, but not the obligation, to perform any such maintenance, repairs, and replacement which it deems necessary if not performed by an Owner.

- (ii) Declarant, Keystone, shall construct the Sewer System. Declarant's construction shall include all of the items defined as portions of the Sewer System in clause (i) of this paragraph 7(b). All such construction shall be at Declarant, Keystone's, expense and upon Declarant, Keystone's, initiative. The Sewer System shall be built to specifications promulgated by the Massachusetts Department of Environmental Protection (the "DEP") and the Acton Board of Health.
- (iii) Any rule or regulation adopted by the Condominium Trust which relates to the Sewer System shall require the prior written approval of DEP and the Acton Board of Health.

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

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

- (c) The lawns, plants, shrubbery, landscaping, driveways, emergency access road, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within a Lot, the exclusive use of which has been granted to a Unit.
- (d) All recreational facilities on the premises of the Condominium not situated within a Lot.
- (e) All other elements and features of the Condominium property, however designated or described, excepting only the Units and all other elements or property situated within a Lot as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the property and not referred to herein.

- (f) Ownership of the fee in Davis Road, Bellows Farm Road, and Street R.O.W. Projections A and B, including all utilities and drainage easements associated therewith, as shown on the Site Plan, shall remain vested in Declarant, Keystone, and shall not be a portion of the Common Areas and Facilities. Each Unit Owner and the Trustees of the Condominium Trust shall have the right and easement to use all streets and ways shown on the Site Plan for all purposes for which streets and ways are commonly used in the Town of Acton. The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder until the streets and ways are accepted by the Town of Acton.

Upon acceptance of the streets by the Town of Acton as public ways, if so accepted, the streets and associated drainage and utilities shall be maintained by the Town of Acton in accordance with its standard procedures for town streets and ways. Such responsibility shall be limited to the improvements located within the street layouts and associated with their functions as a street, and to any improvements associated with street drainage located within designated utility easements. All private utilities and services located within or outside the street layout or said easements and any private drainage facilities feeding into drainage structures within the street layouts or easements shall not be the responsibility of the Town of Acton, but shall be maintained by the Condominium Trust.

- (g) The Common Areas and Facilities shall be subject to the provisions of the by-laws of the Condominium Trust, and to all rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof and shall be further subject to the provisions set forth in an Open Space Restriction recorded with Middlesex South District Registry of Deeds in Book 26694, Page 343.
- (h) With respect to parking spaces not located within a Lot, the same shall be available for occasional use by all Owners of Dwellings, their tenants and their guests, subject to and in accordance with the by-laws and rules and regulations of the Condominium Trust.
- (i) In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in the Act, the Owner or Owners of each Dwelling shall have, as appurtenant to such Dwelling, the rights and

easements, in common with the Owners of all other Dwellings and subject to like rights and easements appurtenant to such other Dwellings, to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always, however to, (a) the exclusive rights and easements herein granted to particular Dwellings in certain facilities; (b) the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by the Board of Trustees of the Condominium Trust.

- (j) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit or Lot as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
- (k) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and not a part of a Lot, and to make excavations for such purposes, provided, however, that such right is subject to the conditions of the PCRC special permit and definitive subdivision approval granted by the Town of Acton for Bellows Farm - Phases II, III, IV dated August 28, 1995, as amended (Decision 95-7) to the extent specifically addressed therein and otherwise subject to the approval of said Planning Board; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.
- (l) In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town, acting by its Highway

Superintendent shall have the right, but shall not be obligated, to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.

- (m) The Declarant, has reserved the right and easement pursuant to paragraphs 5 and 17 hereof to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.
- (n) Subject to the exclusive use provisions of paragraph 9 hereof, the restrictions set forth in paragraph 10 hereof, and the reserved rights and easements as set forth in paragraphs 11 and 12 hereof, each Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other owners, which intended purposes are as follows:
  - (i) Open Space A - shall be used as open space and for use as passive recreation area;
  - (ii) Open Space B - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Site Plan;
  - (iii) Open Space C - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Site Plan;
  - (iv) Open Space D - shall be used as open space and for use as passive recreation area and for conservation purposes, provided that any such

activity shall not interfere with the use of a portion of said parcel for drainage and utility easements;

- (v) Open Space E - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Site Plan;
- (vi) Open Space F - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Site Plan;
- (vii) Open Space G - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for sewer lines and drainage and utility easements as shown on the Site Plan;
- (viii) Open Space H - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for sewer lines and drainage and utility easements;
- (ix) Open Space I - in addition to its use for storm water drainage within the easement area shown on the Site Plan, shall be used as open space and for use as passive recreation area and for conservation purposes, provided that any such activities shall not interfere with its primary use for storm water drainage;
- (x) Open Space J - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for sewer lines, drainage and utility easements and a fire lane as shown on the Site Plan;
- (xi) Open Space K - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for drainage



and utility easements;

- (xii) Open Space L - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel as a drainage and utility easement and 16-foot right of way for driveway purposes as shown on the Site Plan;
- (xiii) Open Space M - in addition to its use for active recreation, including a pool, tennis courts, sports complex and parking ancillary thereto, as shown on the Site Plan, shall remain as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for sewer lines and drainage and utility easements as shown on the Site Plan;
- (xiv) Open Space N - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for drainage and utility easements; and
- (xv) Open Space O - shall be used as open space and for use as passive recreation area, provided that any such activity shall not interfere with the use of a portion of said parcel for drainage and utility easements.

All of the foregoing open space parcels may be subject to slope and drainage and utility easements as shown on the Site Plan and may be used for drainage purposes. The specific uses noted hereinabove in paragraphs (i) through (xv) shall not interfere with any such uses.

#### 8. Percentage Ownership Interest in Common Areas and Facilities

The percentage ownership of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 17 hereof.

## 9. Lots

The following portions of the Common Areas and Facilities are hereby designated Lots for the exclusive use of one Unit as hereinafter described and are referred to herein and in the Condominium Trust as "Lots":

- (a) Each Dwelling, shall have the exclusive right and easement for the use of so much of the Condominium Land being shown as a separate Lot or parcel of land and bearing a number identical to the Unit designation on the Plan of Land referred to in Exhibit A and in paragraph 5 hereof and upon which such Unit is situated.
- (b) Each Dwelling, shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, lawns, plantings, shrubs, recreational facilities, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or upon said Unit's Lot servicing said Unit, as well as the exterior of said Unit, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Unit, and (b) property belonging to the Owner of the Unit.
- (c) No unit owner shall build an addition or expansion of his unit, nor construct any building or structure, within any "no build zone" as shown on the Site Plan. This provision shall not apply to the Declarant. In all other respects the setbacks shall be as provided in paragraph 5k) of this Master Deed.
- (d) Notwithstanding the foregoing, Declarant, Keystone, specifically reserves to itself the right to grant to the Town of Acton easements for drainage and utility purposes in those areas specifically shown on the Site Plan.

## 10. Purpose and Restrictions on Use

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

- (a) Each Dwelling shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Acton Zoning By-Laws) and for no other use.

- (b) The Owner of any Dwelling may at any time and from time to time add to or modify, remove or replace said Unit, provided however, that (i) no such addition, modification, removal, replacement or any other exterior work on any Unit shall be performed without the prior written approval in each instance of the Trustees as set forth in Section 5.9 of the Condominium Trust, and (ii) any and all work with respect to any addition, modification, removal, replacement, installation or other improvements, shall not constitute an adverse impact upon nor an increase in the real or calculated discharge into the Sewer System. Notwithstanding the foregoing, the Owner proposing to do any such work shall notify the Condominium Trustees, the Acton Board of Health, and the DEP Division of Water Pollution Control, or any successors thereof, in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.
- (c) Owners may lease, rent or license the use of their Dwelling, subject, however, to the conditions and obligations set forth in Paragraph 20 of this Master Deed and in this sub-paragraph 10(c). Each Owner who leases, rents or licenses the use of his Dwelling shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Dwelling should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Dwelling(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an owner with respect to his Dwelling shall by virtue of this sub-paragraph 10(c) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Dwelling. Each Owner who leases, rents or licenses the use of his Dwelling hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of

- (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Dwelling claiming by, through or under such person; or
  - (ii) any legal action, including court enforcement proceedings, taken by an Owner or the Condominium Trustees against such Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of the sub-paragraph 10(c).
- (d) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
  - (e) No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling.
  - (f) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained on any Lot appurtenant to a Dwelling, or in any structure thereon, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any Dwelling Owner during such time as such Dwelling is occupied. After due notice and hearing the Trustees may require any Dwelling Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Dwelling or occupant.
  - (g) No trailer, tent, shack or barn shall be erected at any time on a Lot appurtenant to a Dwelling.
  - (h) In the event of destruction of a Dwelling by fire or other casualty, the replacement Dwelling shall be at least equal in size to the original Unit.
  - (i) No garage (other than the Dwelling Garage constructed by the Declarant), porch, bay window, terrace, fence, garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on a Lot appurtenant to a Dwelling without the express written consent of the Trustees.

- (j) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Dwelling or Lot appurtenant to a Dwelling, except that "for sale" or "for rent" or "for lease" signs not more than two (2) square feet in area shall be permitted.
- (k) Garages attached to Dwellings ("Dwelling Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Dwelling Garage in which the same are used (except when actually being transported). Dwelling Garages shall not be used for human habitation, nor shall Dwelling Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle. Commercial vehicles, recreational vehicles, trailers, and any unregistered vehicles of any kind shall not be stored on any Lot or on the street adjacent.
- (l) No above-ground swimming pool shall be installed. In-ground swimming pools may be installed with the prior written approval of the Trustees.
- (m) No so-called "satellite" dishes or similar apparatus shall be installed on any Dwelling or Lot appurtenant thereto unless approved in advance by the Trustees.
- (n) Rebuilding, replacements, additions, alterations and improvements to Units and Lots shall be subject to the provisions of Section 5.9 of the Condominium Trust. No Dwelling, building or structure of any description (including fences, walls and similar structures) may be constructed, placed or maintained on any Lot, nor shall the exterior of any Dwelling, building or structure be added to or altered, without the prior written approval of the Trustees of the Condominium Trust with respect to the exterior size, design, location on the Lot, building materials and color scheme of the proposed construction as set forth in Section 5.9 of the

Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.

- (o) No fence, wall or similar structure standing more than four (4) feet above the ground immediately beneath it shall be erected, placed or maintained on a Lot appurtenant to a Dwelling forward of the front of any structure located on such Lot. No fence, wall or similar structure standing more than six (6) feet above the ground immediately beneath it shall be erected, placed or maintained on any portion of a Lot appurtenant to a Dwelling. No chain link fence shall be erected, placed or maintained on any portion of a Lot appurtenant to a Dwelling.
- (p) Any permitted or approved exterior construction or work on a structure on a Lot appurtenant to a Dwelling shall be completed within six (6) months of the commencement of such construction or work (including landscaping and any driveway work) and, if approved pursuant to subsection (g) hereof, shall be performed in conformity with the proposal as approved.
- (q) No statue, monument, ornamental fixture or mailbox shall be erected, placed or maintained on a Lot forward of the front of any structure located on such Lot appurtenant to a Dwelling, that is inconsistent with the character of the neighborhood.
- (r) No unlawful activity or activity reasonably deemed to be offensive and contrary to the expressed intent of this Master Deed, the Condominium Trust and the duly adopted rules and regulations of the Condominium Trust, shall be permitted on any Lot or the common areas and facilities of the Condominium. Owners of Lots shall maintain their respective Lots in an orderly and clean manner and shall promptly dispose of all refuse, garbage and other waste in a sanitary fashion. No refuse, garbage or other waste, or container therefore, shall be stored outside of a Dwelling. 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 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. In the event that an Owner shall fail, after receipt of thirty (30) days prior written notice, to

maintain his Unit in the manner and condition contemplated herein, the Trustees may undertake, at the Owner's expense, to perform such work as they deem necessary to bring the Unit into compliance with the provisions of the this Master Deed and Condominium Trust.

- (s) Clothes lines and poles, outside television antennas and radio aerials shall be located on or near each Dwelling in such a way that they are not visible from streets and ways. No tank for the storage of fuel may be maintained on a Lot unless it is maintained within an enclosed structure. Underground fuel storage tanks are prohibited.
- (t) No stone wall or tree with a diameter of greater than ten (10) inches shall be demolished, altered, or cut down on any Lot appurtenant to a Dwelling without the prior written approval of the Trustees of the Condominium Trust.
- (u) No solar heating panels or other solar collection devices shall be placed, constructed or maintained on a Lot, nor any window unit air conditioner or "through the wall" air conditioner be placed or maintained in the front of any structure on a Lot appurtenant to a Dwelling, without the prior written approval of the Trustees of the Condominium Trust.
- (v) In the event a Lot is conveyed without a Dwelling situated upon it, no building or structure of any nature whatsoever shall be erected, placed or permitted to be on said Lot other than a single family dwelling house containing at least 1,800 square feet of living space (not including basement and garage areas) and any accessory residential buildings as the term is used in the Town of Acton Zoning By-Law, and without the prior written approval by the Declarant, Bellows or Keystone, of the plan for the construction of the Dwelling.
- (w) Five (5) of the Units, as shown on the Site Plan, shall be designated as affordable housing units and shall be constructed, marketed and sold in accordance with provisions 3.3.6 through 3.3.8 of the PCRC Special Permit and Definitive Subdivision Approval.
- (x) No drainage swales or other drainage appurtenances shall be disrupted, modified or filled without first obtaining in writing approval from the Planning Board and all catch basins located within the Common Areas and Facilities of the Condominium shall be inspected and cleaned at least annually by the Condominium Trust.

- (y) The limits of clearing of all of the Condominium Land, including the Lots, relative to abutting land not owned by the Declarant shall be fifty (50) feet as shown on the Site Plan (thus leaving a fifty (50) foot vegetated buffer adjacent to land not owned by the Declarant).

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Owner shall be liable for any breach of the provisions of this paragraph 10, except such as occur during his or her ownership of a Unit.

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

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Dwellings or Lots, the Declarant shall have the same rights as the Owner of such unsold Units, as any other Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit or Lot to:
- (i) Lease, rent and license the use of any unsold Unit or Lot;
  - (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units or Lots; and
  - (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.



- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 17 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.
- (d) Notwithstanding any provision of this Master Deed to the contrary (including but not limited to clauses (b), (f) and (n) of Section 10), the Declarant shall have the right and easement to construct, modify, or demolish Dwellings, and other structures and improvements without the consent of any unit owner, mortgagee or the Trustees of the Condominium Trust.

12. Rights Reserved to the Condominium Trustees

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

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere.
- (b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

13. The Owners' Organization

The organization through which the owners will manage and regulate the Condominium established hereby is the BELLOWS FARM CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Ronald B. Peabody  
178 Great Road  
Acton, Massachusetts 01720

and

Robert A. Peters  
4 Benjamin Road  
Lexington, Massachusetts 02173

The Condominium Trustees have enacted the By-laws pursuant to and in accordance with the provisions of the Act.

14. Easement for Encroachment

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

15. 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 (including, without limitation, paragraphs 10(c), 17 and 20 thereof), 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 (including, without limitation, paragraphs 10(c) and 17 hereof), the Condominium Trust, the By-Laws, the deed of the Unit and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license, or occupancy agreement or arrangement with respect thereto.

16. Amendments

Except as otherwise provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing, signed by the owners at the time holding not less than seventy-five percent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust (assigning .854% to each EUA (Exclusive Use Area) which is included in the Condominium Land on which a Unit has not yet been completed), or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners at the time holding at least seventy-five percent (75%) of said total voting power of the Owners, and duly recorded with the Middlesex South District Registry of Deeds, provided that:

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

signed by the Owner of the Unit so altered.

- (c) Except as provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which would alter the percentage interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all Owners whose percentage of the undivided interest is affected.
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act, the Acton Zoning By-Law, as amended from time to time, and the approvals for the Bellows Farm subdivision and special permit granted pursuant thereto, shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved easements and rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved easement and rights to construct, erect or install common use facilities as set forth in paragraph 18 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's easements, and rights set forth in this Master Deed, including but not limited to the Declarant's easements, rights and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 17 hereof to include additional phase(s), shall be of any force of effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to third party purchasers of all of the Declarant's interest in the Condominium and the Land (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 19 of this Declaration).
- (g) No instrument of amendment which purposes to amend or otherwise affect paragraphs (c) through (f) of this

paragraph 16 or paragraph 17 shall be of any force and effect unless signed by the Declarant, as long as the Declarant owns any interest in the Condominium or the Land.

- (h) Where and to the extent required under the provisions of paragraph 20 hereof, the instrument of amendment shall be assented to by the holders of first mortgages of record with respect to the Units in the manner set forth in paragraph 20.
- (i) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 16 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.
- (j) No amendment of the Master Deed or under the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to the Sewer System or any provision therein which require the prior written approval of the Division of Water Pollution Control of the DEP, or its successors, and the Acton Board of Health.
- (k) Notwithstanding any other provision of this Article 16, an Owner, subject always to the provisions of Article 10(b), may add to, modify, remove or replace the Owner's Dwelling and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owner's sole cost and expense and shall always be done upon the occasion of any such work if and to the extent required by law.

#### 16.1 Termination and Removal from Condominium Law

- (a) Until such time as the Declarant has no remaining beneficial interest thereunder, Owners holding one hundred percent (100%) of the total voting power of the Owners, the Acton Board of Health and the Commonwealth of Massachusetts Department of Environmental Protection or successor agency responsible for granting wastewater treatment facility permits as provided in subparagraph (b) hereof shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of said the Act shall apply; provided, however, if during

such time the Declarant holds a portion of the beneficial interest thereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units, the Acton Board of Health, and the Commonwealth of Massachusetts Department of Environmental Protection or successor agency responsible for granting wastewater treatment facility permits, all as provided for in Section 19 of the Act.

(b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:

- (i) the Acton Board of Health and the DEP Division of Water Pollution Control has been notified of the termination and has assented to it by written approval;
- (ii) written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Dwellings;
- (iii) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies; and
- (iv) in the event that the Sewer System is still servicing the Units of the Condominium, a substitute form of the owner's association in a form satisfactory to the Acton Board of Health and DEP is established and existing to assume the maintenance and management of the Common Land upon which the Sewer System is located and all improvements thereto.

If the above prerequisites for termination of the Trust are satisfied, on the date set for such termination, the Trustees shall by deed(s) duly executed by a majority of their number convey the Parcel A and the other portions of the Sewer System to the said substituted form of owner's association, the terms of which must be approved in writing by the Planning Board, the Acton Board of Health, and the DEP Division of Water Pollution Control, prior to the

termination of the Trust. Terminations pursuant to this Article shall become effective upon the recording with the registry of deeds of the aforementioned instrument signed by the Lot Owners authorizing termination, the consents of the lien holders, the Acton Board of Health, the DEP Division of Pollution Control, and appropriate Trustee deed(s).

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

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

- (a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, at the Declarant's option, any land, not now shown on the Site Plan or now owned by the Declarant.
  
- (b) The Declarant shall also have the right and easement to construct, erect and install on the Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of their discretion determine to be appropriate or desirable:
  - (i) Additional building(s), and Units;
  - (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
  - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
  - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
  - (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a

phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 11(c) hereof.

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

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

The following sub-paragraphs (a) through (f) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 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 land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:
- (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 17 reach the maximum limit allowed by law; or
  - (ii) Declarant shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing his reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.
- (b) Location of Future Improvements. There are no limitations imposed on the location of future



buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 17.

- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings, Dwellings and Lots, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire. The Declarant shall have the right and easement to add subphases.
- (d) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases, however the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.
- (e) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 5 hereof.
- (f) Right to Designate Lots as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities and/or Lots for the exclusive use of the Units to be added to the

Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Lots shall specify the Lots appurtenant to the Dwellings in such phase(s) if such Lots are different from those described in paragraph 9 hereof.

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

- (a) An amended Exhibit B describing the building(s) being added to the Condominium.
- (b) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraph 5, the definition of the Common Areas and Facilities contained in paragraph 7 hereof shall be modified, as necessary, with respect to such Unit(s).
- (c) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in paragraph 5 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (d) If the Lots designated as appurtenant to the Unit(s), being added to the Condominium, vary from those described in paragraph 9 hereof, a description of such variations so as to identify the new or modified Lots appurtenant to the new Unit(s). Such description of the new or modified Lot appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Owner of the Unit to which they are appurtenant.

- (e) A revised site plan of the Condominium showing the new Building(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Section 17 shall require the consent, (except as in this paragraph 17 already granted) or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Dwelling) any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when so executed by Declarant and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this paragraph 17 and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 17.

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 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, Keystone, shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each unit owner hereby constitutes and appoints the Declarant, Keystone, 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, Keystone, does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

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

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

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

The Declarant, Keystone, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he shall determine to be appropriate or desirable, one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment system, parking lots, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant, Keystone, shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant, Keystone, shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 18, however, shall in any way obligate the Declarant, Keystone, to construct, erect or install any such common use facility as part of the Condominium development.

19. Definition of "Declarant"

- (a) For purposes of this Master Deed the Condominium Trust and the By-laws, "Declarant" shall have the same meaning as set forth in Section 1A hereof.
- (b) All amendments of this Master Deed executed pursuant to

the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 17 hereof shall be fully valid if executed by the Declarant.

20. Provisions for the Protection of Mortgagees.

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

- (a) In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub-paragraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as many otherwise be set forth in the Act.

- (d) Except as provided by the Act (and Section 5.6 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:
- (i) By any act or omission, seek to abandon or terminate the Condominium; or
  - (ii) 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 17 hereof; or
  - (iii) Partition or subdivide any Unit; or
  - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof; or
  - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.
- (e) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to

a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

- (f) In no event shall any provision of this Master Deed or the Condominium Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
  - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
  - (ii) Any delinquency in the payment of easements or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
  - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
  - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 20.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
  - (i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed



substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible Mortgage Holder mortgages.

- (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
  - (iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause

and without payment of a termination fee on ninety (90) days or less written notice.

- (k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 17 hereof:
  - (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
  - (ii) The consent of the owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:
    - Voting;
    - Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);