# SUMMER VILLAGE CONDOMINIUM AMENDMENT OF MASTER DEED



Bk: 24992 Pg: 171 Page: 1 of 9 Recorded: 05/26/2011 12:14 PM

This AMENDMENT of the MASTER DEED of SUMMER VILLAGE CONDOMINIUM, dated April 10, 2007, and recorded at the Middlesex North District Registry of Deeds at Book 21133 Page 254, Witnesseth that:

WHEREAS, Wescon, Inc. did by Master Deed, as the Declarant thereof, create Summer Village Condominium, situated in Westford, Middlesex County, Massachusetts; and

WHEREAS, it is provided in Article 9 of said Master Deed that said Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, upon completion of construction of certain units as therein specified on the land described in Exhibit A of said Master Deed, as amended, to amend said Master Deed so as to include in said Condominium Phase I-26 as described in Plan entitled "Phase I-26 Summer Village" Scale 1"=120' dated May 18, 2011, Whispering Pines Road, Westford MA, Prepared for Guthall, LLC, P.O. Box 326, Westford, MA 01886 Prepared By Landtech Consultants, Inc. and recorded at Middlesex North District Registry of Deeds herewith the cottage units contained therein and the improvements thereon; and it is provided in Article 9 of said Master Deed, as amended, that, from and after the inclusion of Phase I-26 described below the percentage of undivided interests in the common areas and facilities of the Condominium of cottage units in Phases I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9, II-10, II-11, II-12, II-13, II-14, II-15, II-16, II-17, II-18, II-19, II-20, II-21, II-22, II-23, II-24, II-25, II-26, II-27, II-28, II-29, II-30, II-31, II-32, II-33, II-34, II-35, II-36, II-37, III-1 and III-2 shall be as specified in Exhibit A attached hereto; and

WHEREAS, the construction of such cottage unit on said land has been sufficiently completed, and the Declarant desires to so include said Phase **I-26** in said Summer Village Condominium:

NOW, THEREFORE, Wescon, Inc., being the Declarant as aforesaid, by duly executing and recording this Amendment of Master Deed, does hereby submit the unit contained therein and the improvements thereon shown as Phase I-26 as described in Plan entitled "Phase I-26 Summer Village" Scale 1"=120' dated May 18, 2011, Whispering Pines Road, Westford MA, Prepared for Guthall, LLC P.O. Box 326, Westford, MA 01886 Prepared By Landtech Consultants, Inc. recorded herewith. The Summer Village Condominium, subject to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create Phase I-26 of Summer Village Condominium and does hereby include said Phase I-26 in Summer Village Condominium, to be

See Plans recorded Aerew Ah

governed by and subject to the provisions of said Chapter 183A, Massachusetts General Laws, as amended. Said **Phase I-26** shall be subject to and shall have the benefit of the provisions of said Master Deed and the By-laws and provisions of Summer Village Condominium Trust.

#### I. Description of Unit in Phase I-26:

**Phase I-26** of the Condominium consists of **one** (1) currently existing buildings, containing a total of **one** (1) completed cottage units. The buildings are constructed principally of wood construction and asphalt shingled roof and have no poured foundation.

## II Description of Cottage Units and Their Boundaries in Phase I-26

The designation of the cottage units in **Phase I-26** are shown on Exhibit A attached hereto and made a part hereof by reference, as shown on the plans recorded herewith.

The cottage units in **Phase I-26** of the Condominium are of the same type and contain and include the following:

Kitchen area Living Room Sunroom Two Bedrooms One Bathroom

The Boundaries of the cottage units in **Phase I-26** is the same as are stated in Article 3 of the Master Deed, as amended, with respect to the units in Phases I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9, II-10, II-11, II-12, II-13, II-14, II-15, II-16, II-17, II-18, II-19, II-20, II-21, II-22, II-23, II-24, II-25, II-26, II-27, II-28, II-29, II-30, II-31, II-32, II-33, II-34, II-35, II-36, II-37, III-1 and III-2 of the Condominium.

The provisions set forth and incorporated in said Master Deed, as amended, with respect to modification of Units and with respect to Unit appurtenances shall also apply to cottage unit in **Phase I-26** as well as cottage units in Phases I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9, II-10, II-11, II-12, II-13, II-14, II-15, II-16, II-17, II-18, II-19, II-20, II-21, II-22, II-23, II-24, II-25, II-26, II-27, II-28, II-29, II-30, II-31, II-32, II-33, II-34, II-35, II-36, II-37, III-1 and III-2.

#### III Floor Plans of Units

The first deed of the cottage units in **Phase I-26** shall have attached thereto, as a part thereof, copies of plans to which copies shall be affixed the verified statement of a registered architect, a registered professional engineer or registered land surveyor certifying that they show the cottage unit designation and the cottage unit being conveyed and that they fully and accurately depict the layout of the cottage unit, its location, dimensions, approximate area, main entrance and immediate common area to which they has access, as built.

#### IV Purposes of Units; Restrictions on Use of Units

The provisions set forth and incorporated in the Master Deed, as amended, with respect to purposes of Units and with respect to Restrictions on Use of Units shall also apply to cottage units in said **Phase I-26** as well as Phases I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9, II-10, II-11, II-12, II-13, II-14, II-15, II-16, II-17, II-18, II-19, II-20, II-21, II-22, II-23, II-24, II-25, II-26, II-27, II-28, II-29, II-30, II-31, II-32, II-33, II-34, II-35, II-36, II-37, III-1 and III-2.

#### V Amendments to Master Deed

The Master Deed may be further amended in accordance with the provisions of Articles 9 and 11 of said Master Deed.

#### VI Master Deed Incorporated by Reference

The units and the common areas and facilities in **Phase I-26** shall be subject to the terms and provisions of the Master Deed, as amended, and the Trust and by-laws of Summer Village Condominium Trust, as they may be amended from time to time, and any and all rules and regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed, as amended, Summer Village Condominium will remain in full force and effect and shall be applicable to and shall govern all units, and the owners thereof, and all common areas and facilities in **Phase I-26** as well as in Phases I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, II-1, II-2, II-3, II-4, II-5, II-6, II-7, II-8, II-9, II-10, II-11, II-12, II-13, II-14, II-15, II-16, II-17, II-18, II-19, II-20, II-21, II-22, II-23, II-24, II-25, II-26, II-27, II-28, II-29, II-30, II-31, II-32, II-33, II-34, II-35, II-36, II-37, III-1 and III-2 of Summer Village Condominium and the provisions of said Master Deed, as amended.

IN WITNESS whereof, the said WESCON, INC. has caused its corporate seal to be hereto affixed and in these presents to be signed, in its name and behalf by David A. Guthrie, its President and Treasurer this day of day of day.

WESCON, INC.

By: David A. Guthrie, Its President and Treasurer

#### **COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this day of \_\_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally appeared David A. Guthrie, President and Treasurer of Wescon, Inc., proved to me through satisfactory evidence of identification, which was, personal knowledge, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Yvonne M. Dean - Notary Public My Commission Expires: 01/30/15

# EXHIBIT A TO PHASE I-26 AMENDMENT TO SUMMER VILLAGE COMDONIMIUM MASTER DEED "DESCRIPTION OF UNITS"

Unit		Description	% Interest
6	1	K, 2 Bed, Bath, LR, SR	0.505%
16	1	K, 2 Bed, Bath, LR, SR	0.505%
17	1	K, 2 Bed, Bath, LR, SR	0.505%
18	1	K, 2 Bed, Bath, LR, SR	0.505%
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	81	1	K, 1 Bed, Bath, LR, SR	0.505%
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244	1	K, 2 Bed, Bath, LR, SR	0.505% 0.505%
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## Notes:

- 1. K = Kitchen area; Bath = Bathroom; Bed = Bedroom; SR= Sunroom; LR= Living Room;
- 2. Units have exclusive use of certain Limited Common Area as defined in Master Deed, and as may be
- 3. Each unit has immediate access to the common area through its front and back or side entry.
- 4. See plans recorded herewith for unit dimensions and area.