

**SUMMER VILLAGE CONDOMINIUM
AMENDMENT TO THE AMENDMENT OF MASTER DEED**

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-29** as described in Plan entitled "**Phase I-29 Summer Village**" Scale 1"=120' dated June 20, 2012, Summer Village 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 as plan book 234, plan 117 and 118 as the cottage units contained therein and the improvements thereon; and

WHEREAS, the construction of such cottage unit, known herein as Unit 277, on said land was completed, and the Declarant included said **Phase I-29** in said Summer Village Condominium by Amendment to Master Deed recorded with the Middlesex North Registry in Book 26258, Page 72 (hereinafter the "Amendment to Master Deed"); and

WHEREAS, the Declarant and the **Board of Trustees of the Summer Village Condominium, A Seasonal Cottage Community**, by and on behalf of said Association and all unit/cottage owners thereto (hereinafter referred to as "Trustees") desire to Amend said Amendment to the Master Deed to change the occupancy of the Unit 277 also known as the Gatekeeper's Cottage from nine months to twelve months; and

WHEREAS, the parties have agreed to certain conditions and restrictions applicable thereto and desire to memorialize these as a deed restrictions to be made a part of the Condominium Documents and approvals as more particularly set forth below:

NOW, THEREFORE, in addition to the terms set forth in the Amendment to the Master Deed, Wescon, Inc., being the Declarant as aforesaid, and the **Board of Trustees of the Summer Village Condominium, A Seasonal Cottage Community**, by duly executing and recording this Amendment to the Amendment of Master Deed, does hereby agree to the amend the rights and responsibilities of the owner of Unit 277 and the improvements thereon shown as **Phase I-29** as described in Plan entitled "**Phase I-29 Summer Village**" Scale 1"=120' dated June 20, 2012, Summer Village Road,

Westford MA, Prepared for Guthall, LLC P.O. Box 326, Westford, MA 01886 Prepared By Landtech Consultants, Inc. recorded with the Middlesex North Registry of Deeds as plan book 234, plan 117 and 118.

I. Purposes of Units; Restrictions on Use of Units

The provisions set forth and incorporated in the Master Deed, as amended or as otherwise set forth herein, with respect to purposes of Units and with respect to Restrictions on Use of Units shall also apply to Unit 277 except as otherwise set forth in the Amendment to the Master Deed and this Amendment thereto.

Furthermore, because of the uniqueness of said unit 277 and so that there is no misunderstanding as to its rights and responsibilities, in addition to the by-laws, Master Deed and Condominium Trust, the Declarant and **Board of Trustees of the Summer Village Condominium, A Seasonal Cottage Community** hereby agree that the owner of Unit 277 shall abide by the following:

- (a) Sewerage – The owner of the Gatekeeper Cottage shall be fully responsible for the repair, upkeep and replacement of the septic system and leach field serving said Gatekeeper's Cottage.
- (b) Water – There is an existing domestic water well that serves both the Gatekeeper Cottage and the Condominium Association Building. The owner of the Gatekeeper Cottage and the Association will share equally in the cost of repair, upkeep and replacement of said well.
- (c) Snow Removal – The owner of the Gatekeeper Cottage will be responsible for any snow removal or plowing services in excess of those provided for the Association to meet Public Safety access requirements established by the Town of Westford.
- (d) Utilities – The owner of the Gatekeeper Cottage will be responsible for its own electric, gas, telephone, internet and cable services.
- (e) Parking – The owner of the Gatekeeper Cottage will be allowed year-round access through the front gate using Association issued access cards.
- (f) Rubbish removal – The owner of the Gatekeeper Cottage will use the Association's trash and recycling services during the period from April through October 31 when the remaining cottage owners at Summer Village are permitted to reside in their cottages. During the off-season the owner of the Gatekeeper Cottage will be responsible for arranging rubbish removal at its own cost and expense.

- (g) Amenities – During the same period when Summer Village cottage owners have access, the owner of the Gatekeeper Cottage shall be permitted access to all amenities in the same fashion as any other cottage owners. During the off-season, the owner of the Gatekeeper Cottage shall not have access to any of the amenities that require maintenance including, but not limited to, Hildreth Gym, the swimming pools, the Lodge (including the Library and the Porch), and the General Store.
- (h) Ramp and Side Deck – The owner of the Gatekeeper Cottage will be responsible for the costs of maintaining and replacing the deck structure and handicap ramp for its cottage.
- (i) Cottage Rental – Excluding only the Developer, any future owner of the Gatekeeper Cottage will enjoy the right of renting said cottage to third parties under Association rules during the Summer Village season, but will not be permitted to rent said cottage during the period when Summer Village is closed to other cottage owners.
- (j) Cottage Fees – The owner of the Gatekeeper Cottage will pay the same fees as other Summer Village owners as provided in the Master Deed and the Association By-Laws. All other charges for extra services and cottage repairs, except as noted above, will be levied on the same basis as such services and repairs are charged to other cottages all as provided in the Master Deed and Association By-Laws. For example, if, in the future, the Association determines that an additional landscape maintenance charge is appropriate for exclusive use areas associated with Pond-side cottages, such charges will also be assessed to the owner of the Gatekeeper Cottage.

II Amendment to the Amendment to Master Deed

Article 7.2 shall be amended by deleting the provision that was added pursuant to the Amendment to the Master Deed and replacing it with the following paragraph/provision:

“Notwithstanding the provisions of Article 2.2 (i) and this Article 7.2, and pursuant to a special permit and variance granted by the Town of Westford Zoning Board of Appeals and recorded in the Middlesex North District Registry of Deeds at Book 25994, Page 40, Unit 277, as a Dwelling Unit, shall be allowed as a year round residence. Unit 277 shall have access to the individual water well, which services Unit 277 and the Manager’s Office, however any and all expenses related thereto shall be shared equally between Unit 277 and the association as set forth above. Furthermore, Unit 277 may not be rented during the closure of the Seasonal Cottage Units as set forth in this Article 7.2

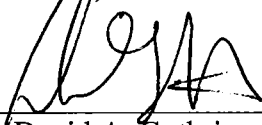
The Owner of Unit 277 shall have the right (at its sole cost and expense) to install a private septic system servicing said unit as designed and located (as shown on the attached Plan) in accordance with the

previously existing permits and approvals to which the Owner shall be responsible for adhering. Following said installation, the Owner shall restore the sidewalk and landscaping to their original condition. Thereafter, the owner shall be responsible for septic system repairs or replacements, to the extent a septic system is installed that exclusively services this unit.

Notwithstanding anything to the contrary set forth in this Master Deed, the Manager's Office as shown on the Plan recorded at Middlesex North District Registry of Deeds herewith may be used as a year round residence for the manager of the Summer Village Condominium and shall not be subject to any of the occupancy restrictions set forth in this Article 7.2 (or as may otherwise set forth said restrictions in this Master Deed). Said use of the Manager's Office may also be used for such other purposes as the Trustees of the Summer Village Condominium Trust deem appropriate."

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 27th day of September, 2013.

WESCON, INC.

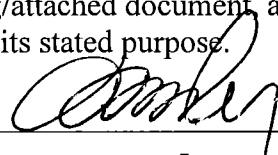

By: David A. Guthrie,
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of September, 2013, 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.

DOUGLAS E. HAUSLER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 29, 2017


- Notary Public
My Commission Expires:

TRUSTEES OF SUMMER VILLAGE CONDOMINIUM

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September __, 2013

Then personally appeared the said _____,
_____, _____, _____, and
_____, each as a Trustee of said Condominium, and personally known to
me and having produced identification in the form of a Massachusetts Driver's License, each
acknowledged the foregoing instrument to be his free act and deed, duly authorized on behalf of
said Condominium as Trustee, before me,

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September __, 2013

Then personally appeared the said _____,
_____, _____, _____, and
_____, each as a Trustee of said Condominium, and personally known to
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