

P  
28



2007 00018889  
Bk: 21133 Pg: 254 Page: 1 of 28  
Recorded: 04/11/2007 03:14 PM

## MASTER DEED

### SUMMER VILLAGE CONDOMINIUM, A SEASONAL COTTAGE COMMUNITY

WESCON, INC., a Massachusetts corporation with a principal place of business in Westford, Massachusetts, is the owner of certain real estate described in this document; it will be known hereinafter as the Declarant. It hereby creates this condominium known as the Summer Village Condominium, a Seasonal Cottage Community, located in Westford, Massachusetts, by recording this document, which is known as the Master Deed, in the Middlesex North District Registry of Deeds. The Date of this Master Deed is April 10, 2007.

Some of the words used in this document have a special legal meaning as provided in Article 2 below.

#### ARTICLE 1 - SUBMISSION

##### Section 1.1. Property.

Declarant, owner of certain property located in Westford, Middlesex County, Massachusetts, hereby submits the real estate described in Exhibit A, which is attached hereto, to the terms of the Massachusetts Condominium Act, Mass. General Laws, Chapters 183A, as amended. The real estate submitted to the provisions of the Massachusetts Condominium Act is known as the "Property". The maximum number of Seasonal Cottage Units that the Declarant may create on the land described in Exhibit A is 276 Units. The Plans for this condominium are recorded herewith.

##### Section 1.2. Address of Condominium.

The address of the Condominium is  
Summer Village Condominium  
487 Groton Road  
Westford, MA 01886

#### ARTICLE 2 - DEFINITIONS

##### Section 2.1. Meaning of Terms.

Terms contained in the Master Deed, Bylaws and Plans shall be interpreted according to the definitions found in the following section. Other terms not defined in the following section shall have the meanings given to them by the Massachusetts Condominium Act. If the terms found in this Master Deed are not defined herein or in the Massachusetts Condominium Act, they shall have their ordinary meanings.

##### Section 2.2. Definitions.

The terms defined in this section have meanings which apply to the Master

Bx  
168

## Deed, the Bylaws and Plans:

- (a) "Allocated Interests" means the undivided interests in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit
- (b) "Association" means the Unit owner's Association of the Condominium, as further explained in the "Summer Village Condominium Association Trust" recorded herewith.
- (c) "Trustees" means the Trustees of the Condominium Association.
- (d) "Bylaws" means the bylaws of the Condominium Association, as they may be amended from time to time.
- (e) "Common Elements" (or in the singular, a "Common Element") means all portions of the Condominium other than the Units, including, but not limited to roadways and parking areas and fire cistern(s).
- (f) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The expense associated with the operation of the office shall be a Common Expense.
- (g) "Condominium Documents" includes the Master Deed, Plans, Bylaws, and Rules and Regulations.
- (h) "Declarant" means the Declarant described in Section 1.1 above.
- (i) "Dwelling Unit" means the Unit which may be occupied on a year round basis. Reference to "Unit" may refer to a Dwelling Unit. There may be one (1) Dwelling Unit on the Property.
- (j) "Master Deed" means this document, as it may be amended from time to time.
- (k) "Development Rights" means the rights to add real estate to the Condominium, create additional Units, convert Units to Common Elements, and to withdraw land from the Condominium, reserved to a Declarant. The Declarant has reserved Development Rights in Article 9 and other places in the Master Deed.
- (l) "Eligible Mortgage Holder" means the holder of a Recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice states the Mortgagee's name and address, the Unit owner's name and address, and the identifying number of the Unit, and states that the mortgage is a Recorded first mortgage.
- (m) "Friendship Units" means two (2) Units which are located within ten (10) feet of each other and which may be individually owned but which may share the exclusive use of deck located between said Units.
- (n) "Limited Common Elements" means those parts of the Property either described in the Act, this Master Deed or the Plans as being Limited Common Elements.
- (o) "Living Area" means that portion of the Unit that may be used by the Unit owner for purposes other than storage.

- (p) "Mortgagee" means the holder of any Recorded first mortgage encumbering one or more of the Units.
- (q) "Periodic Assessment" means the Unit owner's share of the anticipated Common Expenses, assigned by Unit, for each period of the Association's fiscal year as reflected in the budget adopted by the Trustees for such year.
- (r) "Property" means the Property described in Section 1.1. above.
- (s) "Plans" means the Plans recorded herewith or in the future for the Condominium.
- (t) "Record", "Recorded" or "Recording" refers to filing as a permanent record in the Middlesex North District Registry of Deeds.
- (u) "Rules and Regulations" means the rules and regulations adopted by the Declarant or the Trustees.
- (v) "Seasonal Cottage Unit" or "Cottage Unit" means a type of housing unit, a building containing 800 square feet of living area and containing a single unit made up of a room or group of rooms containing facilities for eating, sleeping, bathing and cooking and that is not occupied and to which water service is turned off between the second Tuesday in October and the Friday before the third Monday in April. Reference in this Master Deed to "Units" or "Unit" may refer to a Seasonal Cottage Unit.
- (w) "Special Assessment" means a Unit owner's share of any assessment made by the Trustees in addition to the Periodic Assessment.
- (x) "Special Declarant Rights" means those rights, defined as such in the Massachusetts Condominium Act, and described as such, which the Declarant has reserved to itself as set forth in Article 9 and elsewhere in this Master Deed.
- (y) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

#### **Section 2.3. Provisions of the Act.**

The provisions of the Massachusetts Condominium Act shall apply to the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

### **ARTICLE 3 - UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES**

#### **Section 3.1. Unit Boundaries --.**

The boundary lines of each Unit are as follows:

- (1) Perimeter Boundaries: The Unit is the real property consisting of the

The Declaration of Condominium

space filled with air and the rights of possession therein and all improvements lying therein within the vertical planes described below and as shown on the Plans.

- 1A) Location of Vertical Planes. The vertical planes of the Unit are shown on the Plans for the Condominium or, if a structure has been built within the bounds of the Unit, the exterior surface of the vertical walls of the building contained within the Unit, the Unit to include the thickness of finish material such as paint or stain. In addition, the Unit will contain all overhangs and any other structural parts of the building attached to the building but not within the vertical planes, but shall not include exterior stairs or stoops, which shall be Limited Common Elements. Any substantial change in the location of the vertical boundaries shall be noted on an amended plan and shall be recorded in the Registry of Deeds.
- 1B) Location of Horizontal Planes. The lower horizontal boundary is a plane located twelve inches beneath the upper surface of the deck upon which the Cottage sits. There is no upper horizontal boundary.
- (2) Inconsistency with Survey: If the Survey is inconsistent with this definition, then this definition will control.
- (3) Each Unit's identifying number is shown on the Plans and on Exhibit B.

### **Section 3.2. Exclusions from the Unit**

Except when specifically included by other provisions of Section 3.1, the following is excluded from each Unit: the spaces and improvements lying outside of the boundaries described in section 3.1 (1) above, pipes, ducts, wires, conduits, drainage systems and ways, and other facilities running through or within any Unit for the purpose of furnishing sewerage, utility, access, water and other similar services to other Units and Common Elements. These improvements are Common Elements. Pipes, wires, ducts and cables are a Common Element up to the valve, switch or shutoff between commonly and exclusively used portions, with the valve or switch being part of the Unit. Facilities serving a Unit and lying within the Common Elements are Limited Common Elements appurtenant to the Unit served.

### **Section 3.3. Unit Maintenance.**

The Association shall repair, paint, stain or otherwise maintain in an attractive condition, and replace, if necessary, the following portions of the Unit.

- 1. The exterior siding and other exterior surfaces of the cottage structure.
- 2. The roof shingles and subroof.
- 3. The exterior windows, exterior portions of the window frames, and the screen frames
- 4. The exterior doors, door frames, storm doors and screen doors.

The Association shall determine the cost of said maintenance and shall assess to each Unit owner the cost of such maintenance attributable to his or her Unit. Such

sums, when assessed shall have the same status as a Common Expense assessment, and the Association shall have the same power to collect them as with other Common Expense assessments. Notwithstanding the foregoing, the Association shall not individually assess the cost of maintaining and repainting exterior trim board and deck structures per unit, but rather the cost of said maintenance shall be a Common Expense. Unit owners are responsible for maintenance of all other portions of their Units not maintained by the Association, including the concrete foundation or posts beneath the Cottage.

**Section 3.4. Maintenance of Exterior Stairs and Door Stoops.**

Exterior stairs and door stoops shall be kept clean by Unit owners. Repair and replacement of same shall be done by the Association. The cost of such maintenance and repair shall be assessed against the owner of the Unit for which the expense was incurred. Such sums, when assessed shall have the same status as a Common Expense assessment, and the Association shall have the same power to collect them as with other Common Expense assessments.

**Section 3.5. Maintenance of Enclosed Porches.**

The Association shall be responsible for maintenance, repair and replacement of the exterior portions of enclosed porches visible from outside the structure, including the screening and the exterior surface of a screened porch, but the cost thereof shall be payable by the Unit owner to which the Limited Common Element is attached. Such sums, when assessed shall have the same status as a Common Expense assessment, and the Association shall have the same power to collect them as with other Common Expense assessments. The maintenance, repair and replacement of the interior portions of such structures, and the cost thereof, is the responsibility of the Unit owner to which the Limited Common Element is attached. Unit owners may themselves maintain, repair and replace the items set out in Sections 3.4 and 3.5 above, but only after such prior approval by the Trustees and under such conditions as the Trustees shall set.

**Section 3.6. Utilities.**

Until separate bills to individual Units are provided by utility companies, Cottage Unit owners will pay, as a Common Expense, a proportionate share of total utility bills based on their liability for Common Expenses set out in Section 5.2.

Utility services will initially be supplied to Unit owners as follows:

- a. Garbage. Common trash compaction is provided by the Association, through a local contractor, as a Common Expense.
- b. Water. The Association will maintain and provide water to each Unit from a public water source on the Premises. The Association shall determine the date and time, about the middle of April each year for opening, and about Mid-October of each

year for closing, the exact date when the water shall be shut off in order to comply with the requirements of the Decision of the Westford Zoning Trustees of Appeals recorded with the Middlesex North District Registry of Deeds at Book 19567 Page 157. The shutting down of the water and draining of water pipe will be done by the Association and the expense of same shall be considered to be a Common Expense.

c. Wastewater Treatment Facility. The Association shall provide sanitary services to each Unit by means of a common wastewater treatment facility. The provision of sanitary services and maintenance of said treatment plant shall be considered to be a Common Expense.

d. Snowplowing. The cost of snowplowing or the paved roads for fire safety purposes will be a Common Expense.

e. Cable TV. Basic cable TV service is initially provided to Unit Owners as a part of the Common Expenses from Comcast. Unit purchasers may upgrade their cable TV package at their own expense.

### **Section 3.7. Use of Utility Services.**

Whenever utility services are provided as a Common Expense, the Association may make such rules concerning usage of same as may be necessary to prevent excessive usage or waste of such services by any individual Unit owner.

### **Section 3.8. Subdivision of Units.**

No Unit owner shall have the right to subdivide his Unit, either physically or into time shares.

## **ARTICLE 4 - DESCRIPTION AND LOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

### **Section 4.1. Common Elements.**

The Common Elements include the land and all parts of the property that are not part of the Units, including but not limited to roadways and parking areas (other than the two parking spaces associated with each unit as detailed below and shown on the Plans) and fire cistern(s).

### **Section 4.2. Limited Common Elements.**

Limited Common Elements are designated portions of the Common Elements which are reserved for the exclusive use of a particular Unit or Units, to the exclusion of other Units. They consist of the following:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element

- allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
  - (c) The two parking spaces located next to a Unit, as shown on the Plans, are Limited Common Elements associated with that Unit.
  - (d) All other Limited Common Elements are shown on the Plans. The Units to which they are allocated is also shown on the Plans.
  - (e) Each Unit shall have the exclusive use of the perimeter of said Unit to a distance of six feet (6') from the exterior walls of said Unit.
  - (f) Each Unit which is located along Long Sought For Pond shall have the exclusive use of the area located between said Unit and the Pond as shown on Plans hereafter recorded. However, no structures (permanent or temporary) shall be located within said limited common area and no items of personal property shall remain in said limited common area overnight.
  - (g) Each unit shall have the exclusive use of the area located directly beneath the unit to the ground.
  - (h) Friendship Units shall share exclusive use of the deck with an adjoining Friendship Unit.

There shall be no subsequent allocation of any part of the land as Limited Common Elements, except as allowed to the Declarant under Article 9.

**Section 4.3. Enclosed Porches.**

Enclosed Porches are part of the Unit. They may not be increased in area.

**Section 4.4. Reserved Common Elements, Parking Spaces.**

The Trustees shall have the power in their discretion from time to time to grant revocable licenses for parking and other purposes in portions of the Common Elements to the Association or to any Unit, in addition to two Limited Common Element parking spaces next to each Unit and allocated to each Unit, as shown on the Plan. Such designation by the Trustees shall not be considered a sale or disposition of the Common Elements. The Trustees shall make such exceptions relating to parking requirements so as to accommodate disabled persons covered by the Americans with Disabilities Act.

**ARTICLE 5. THE ALLOCATED INTERESTS.**

**Section 5.1. The Percentage Interest (Each Unit's Undivided Ownership Interest in Common Elements).**  
Exhibit B of this Master Deed contains a list of all Units by their Identifying Number and

their Percentage Interest. The Percentage Interest of each Unit is determined on the basis of a fraction, the numerator being 1 and the denominator being the total number of declared Units, as set forth in Exhibit B of this Master Deed. The same formula shall be used to reallocate the percentage interest when Units are added to or withdrawn from the Condominium and shall be effective upon Recording of the amendments to the Master Deed creating said additional Units.

**Section 5.2. Each Unit's Common Expense Liability.**

The liability of each Unit for the Common Expenses of the Condominium shall be a fraction, the numerator being 1, and the denominator being the total number of declared Units, as set forth in Exhibit B to this Master Deed. The same formula shall be used to reallocate the Common Expense liability when Units are added to the Condominium and shall be effective upon Recording of the amendments to the Master Deed creating said additional Units.

**Section 5.3. Each Unit's Voting Rights.**

Each Unit shall have one vote, as set forth in Exhibit B of this Master Deed. The same formula shall be used to reallocate the Unit's voting rights when such Units are added to the Condominium and shall be effective upon Recording of the amendments to the Master Deed creating said additional Units.

**ARTICLE 6 - EASEMENTS**

**Section 6.1. Declarant's Easement Rights and Other Rights.**

Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under Section 9.1, the Declarant shall have easement and other rights, as follows:

- a. For ingress and egress to the Common Elements and Limited Common Elements on behalf of himself, his agents, employees, officers, contractors, subcontractors and prospective purchasers of Units, including the right to park on the Property and to store construction materials and vehicles.
- b. To use any Units or common buildings owned or leased to the Declarant as models, management offices, sales offices or customer service offices. To maintain and operate a separate sales office or offices on the premises of any size and to move, relocate and remove same if the sales office is not part of a Unit. To permit prospective tenants, purchasers and others to visit that office and use the Common Elements and use unsold Units for sales, leasing and display purposes. Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under Section 9.1 to operate a construction, sales, leasing and management office; permit prospective tenants, purchasers and others to visit that office and use the

Common Elements and use unsold Units for sales, leasing and display purposes.

- c. To place signs on the Property during marketing of Units.
- d. To construct, maintain, repair, renovate, replace or correct the Units, the Common Elements, and the Limited Common Elements.
- e. To maintain and correct drainage of surface water on the Property, along with the right to cut any trees, bushes or shrubbery, to grade the soil, or take any other action reasonably necessary to maintain reasonable standards of health, safety and appearance. Upon finishing such work, the Declarant shall restore the affected property as closely to its original condition as practicable.
- f. To connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that the Declarant shall be responsible for the cost of service so used.
- g. The nonexclusive right to grant and reserve easements and rights-of-way through, under, over and across the Units, Common Elements and Limited Common Elements for the installation, maintenance and inspection of water, sewer, gas, electricity, telephone, cable TV and other utilities, as well as for drainage.
- h. To modify, alter, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including equipment, fixtures and appurtenances when in the Declarant's judgment it is necessary or desirable to do so.
- i. To grant easements for the purposes of enjoyment, use, access and development of property abutting the Property, or located nearby, whether or not such property is made subject to this Master Deed. The Declarant may reserve easement rights across Condominium land for vehicular and pedestrian access, and utilities, sufficient for full and complete development of such abutting property. Such easements include, but are not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their respective actions in connection with development of such property.
- j. Until the construction, marketing and sale of all Units are completed, including any future Units which may be created under this Master Deed, to locate on the Property, (even though not depicted on the Plans,) and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the Property. These may include water, electric, telephone, television, fuel, and sewer services. No such

easement shall be effective until Recorded. No such easements may be granted through Units that have been sold by Declarant to consumers. The Common Elements shall be promptly restored upon installation and repair. This includes the any future units which may be created under Section 9.1 to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes. However, the Declarant shall be responsible for the cost of services so used.

The Declarant's rights under this section 6.1 may not be amended by the Unit owners and shall continue until Declarant has conveyed all Units to Unit purchasers.

**Section 6.2. Unit Owners Easement and Other Rights.**

Each Unit owner shall have easement rights and other rights as follows:

- a. Every Unit owner has an unrestricted right of ingress and egress to his or her Unit between the Friday before the third Monday in April and the second Tuesday in October. This right is perpetual so that it passes with the Unit estate as transfers of ownership of the Unit occur. The Trustees may by regulation limit access of Unit Owners to those portions of the Common Elements, such as machinery or equipment rooms, recreational facilities, pool storage supply rooms or management offices, which it deems desirable or necessary, provided the Unit Owners shall nevertheless have unrestricted access to their Unit. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred
- b. To use (in common with other Unit owners ) all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.
- c. Subject to approval of the Association, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating systems, electrical, telephone, air conditioners and other communication wiring, cables, utility lines, conduits and appurtenances which are a part of or serve any Unit and which pass across or through, or intrude into a portion of the Common Elements adjacent to the Unit.

**Section 6.3. Trustees Easement and Other Rights.**

- a. The Trustees shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.
- b. The Trustees, officers, agents and employees, and the managing agent and

every other person authorized by the Trustees has the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit for making additions or improvements to the Common Elements.

c. The Trustees, officers, agents and employees, and the managing agent and every other person authorized by the Trustees has the irrevocable right and easement to have access to each Unit to make repairs to any Unit if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements, or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Until the expiration of the warranty period, if applicable, such entry shall be permitted to perform warranty-related work whether or not the Owner of the Unit consents or is present at the time.

d. Any person or persons running the rental operation on behalf of the Association shall have the right and easement for access to the Units for purposes of conducting rental activities for the Unit and for the purpose of enforcing rental restrictions.

#### **Section 6.4. Encroachments.**

If any portion of the Units encroaches upon any portion of the Common Elements or Limited Common Elements as a result of settling or shifting of any Building or Buildings in which they are located, or other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid permanent easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist, as long as the physical boundaries of the Units will be in substantial accord with the description of those boundaries that appears in this Master Deed.

### **ARTICLE 7 - RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS.**

#### **Section 7.1. General.**

The following restrictions will apply to use generally of the Condominium.

a. Quiet Enjoyment. No Unit owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the

occupants of any other Unit. All outdoor activities and functions organized by the Trustees will end no later than 11:00 p.m. on Friday and Saturday, and by 10:00 p.m. Sunday through Thursday.

b. Alteration of Exterior Appearance; Maintenance. In order to maintain consistency within the condominium, the owner of a Unit shall not alter the exterior appearance of the Building within the Unit, including by way of example but not by way of limitation, exterior doors, without the prior written consent of the Trustees.

c. Trash. No Unit owner may place any garbage, trash, or rubbish anywhere in the Property other than in his own Unit and in the dumpster located by the access drive or on such other parts of the Common Elements as may be designated for such purpose by the Trustees.

d. Fire Insurance Premiums. No Unit shall be used, occupied, or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Trustees.

e. Signs. Except as allowed in this Article, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Trustees.

f. Boats, Trailers, Large Vehicles. No travel or boat trailers, boats, commercial vehicles, and no vehicles exceeding 7,000 pounds in weight shall be placed or stored on the Property, except by the Declarant in connection with construction activity on the property. No automobiles shall be parked anywhere on the premises except designated areas. Parking on or alongside the interior circulation roadways within the premises is strictly forbidden, since such parking may obstruct fire and other emergency vehicles from passage within the Property. No Unit Owner is allowed to store private boats in any area at waterfront. No Unit Owner nor the Trustee(s) shall allow the construction of a community storage facility for boats within the premises.

g. Other Items on the Common Elements. No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything in or on the Common Elements without approval of the Trustees. The Trustees may by rule adopt policies concerning the placement of chairs, grills and other items commonly placed outdoors in the area immediately surrounding Units, and enact rules to protect Unit owners in the privacy area.

h. Docks. No Unit Owner shall install a dock. The Trustees may maintain one

floating dock and one shore dock.

i. Recreational facilities. The Trustees may, by rule, enact regulations concerning the use of recreational facilities located in the Condominium. The Trustees may adopt a system of user fees for the use of such amenities as it deems proper.

j. Interior transportation system. The Trustees shall adopt policies concerning the operation of any interior transportation system that may be established within the Condominium.

k. Motorized watercraft. No powered motorized watercraft (motorboats, jet skis, etc.) or recreational vehicles (except maintenance vehicles) will be allowed within property or on its beach. Small watercraft with electric powered trolling motors and electric powered golf-carts will be permitted.

#### **Section 7.2. Operation for Limited Season.**

The Special Permit and Variance granted by the Town of Westford Zoning Board of Appeals and recorded with the Middlesex North District Registry of Deeds at Book 19567, Page 157 requires that the Units be closed and the water service to Units be shut off between the second Monday in October and the third Monday in April each year. It also provides that no Unit may be occupied as a primary place of residence, meaning that temporary occupancy cannot be used as the basis for registering a boat or motor vehicle using an address in Westford, registering to vote in Westford, listing Westford as an address on any state or federal tax form, enrolling a child or children in any public or private day school in Westford or obtaining a Massachusetts driver's license using Westford as the town of residence.

The provisions of this Section shall not be amended by Unit Owners without the prior written consent of the Westford Zoning Board of Appeals.

#### **Section 7.3 Pets.**

Owners may have pets of the usual household type which must be on a leash when outside the Unit or enclosed porch. Unit owners must clean up after their pets. No pets shall be allowed in public areas such as the beach, pool, tennis courts or the clubhouse. Furthermore, the following breeds of dogs are not allowed to reside in a unit under any circumstances: American Staffordshire Terrier, Boxer, Pit Bull Terrier, Chow Chow, Doberman Pinscher, German Shepard, Great Dane, Rotweiler, Siberian Husky, Japanese Tosa, Argentine Dogo, Mastif, Filas Brailleiro or any other breed deemed dangerous by the United States Insurance Institute. All pet owners are responsible for their pet's behavior.

Persons other than Owners shall be prohibited from bringing their pets onto the

Property. Specifically, guests are prohibited from bringing their pets onto the Property. The Trustees, acting through the manager, may summarily remove pets which cause unnecessary noise or present a danger to other persons.

The Trustees may modify the provisions of this Section by rule.

Neither the provisions in this Section nor any rules enacted pursuant to this section shall be construed to limit seeing eye dogs or other animals assisting disabled persons as covered by the Americans with Disabilities Act.

#### **Section 7.4 Occupancy, Lease and Sale of Units.**

a. Seasonal Cottage Use. The Cottage Units in the Condominium are restricted to Seasonal Cottage use, as regulated and limited by the Decisions of the Zoning Board of Appeals and Planning Board of the Town of Westford. The Units may not be used for any other purposes (including business or commercial use) by a Cottage Unit owner.

b. Limitations on Occupancy: Occupancy of a Cottage Unit, by Unit owners or lessees, shall be limited to the number of persons the Unit was designed to accommodate, as the same may be determined by the Trustees.

c. Sale; Right of First Refusal. A Cottage Unit owner may sell the Unit at any time. The Association reserves no right of first refusal or other restriction on sale.

d. Rental of a Unit. A Unit owner may rent or lease the Unit, subject to the following:

1. Transient occupants, defined as those people who rent for a period of 30 days or less, shall be given a copy of the Rules and Regulations prior to the time they occupy their unit. The Rules and Regulations shall be also be posted in a prominent place in the Unit. By purchase of their Unit, Unit owners agree that the Trustees or a designated agent shall have the power to summarily evict transient occupants who violate the provisions of the Master Deed, Bylaws or the Rules and Regulations, and shall have the power to request, on behalf of the Unit owner, that police and other civil authorities do so. Furthermore, the Trustees may enact reasonable fees payable by Unit Owner and additional rules and regulations relative to the management costs resulting from said Unit Owner's rental of their Unit.

2. All agreements for occupancy for more than 30 days must have a lease, which must be in writing and in a form approved by the Trustees. The Trustees shall require leases to provide effective remedies to the Association, including the power to evict tenants, in the event of violation of the Master Deed, Bylaws or rules and regulations by tenants. This Section shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a Unit so acquired by the Mortgagee.

3. Owners of Units shall be responsible for the actions of their tenants or guests. Owners shall pay any damage to Common Elements caused by tenants on demand from the Trustees. Unit owners shall be subject to the same remedies for violations of the Master Deed, Bylaws and Rules and Regulations

by visitors and guests as they would be if the owner had made the same violation, including the imposition of fines.

e. Check-in and Check out.

All persons arriving to stay at a Unit, including Unit owners, shall check in at the management office before occupying the Unit, and upon leaving, shall check out of the Unit. Check in and check out may be done electronically.

**Section 7.5 Violation of conditions of approval.**

Violation of any condition of approval of the Property imposed by a governmental review board or agency shall be a violation of this Master Deed and shall subject the violator to fines and other remedies allowed by this Master Deed and the Massachusetts Condominium Act.

**Section 7.6 Applicability of Occupancy and Use Restrictions, and Rules, to Declarant during Development and Construction.**

Article 7 shall not apply to Declarant's activities in connection with construction, marketing and sale of Units. The provisions of this Section may not be changed without the consent of the Declarant.

**Section 7.7. Rules; Restrictions on Rulemaking.**

The Trustees may from time to time enact reasonable Rules and Regulations, not in conflict with the Master Deed or the Massachusetts Condominium Act, as more fully set forth in the Bylaws. Copies of the then current Rules and Regulations shall be furnished to all Unit owners by the Association promptly after the adoption of such Rules and Regulations or any amendments of them, but the failure to do so shall not affect the validity of the rules. Any rules adopted by the Trustees may be repealed or amended by a 2/3 vote of all Unit Owners at a meeting specially called for that purpose.

No rule or action by the Association or Trustees shall unreasonably impede Declarant's right to develop the Property.

**Section 7.8. Cottage Unit Expansion.**

Living space in Units may not be expanded upward, downward or outward so as to expand the size of the said Unit to more than 800 square feet of living area. In particular, no attic space above the first floor of the Units may be used as living space or configured for use as living space. No Unit owner may expand the space occupied by the Unit.

No decks or porches not installed by Declarant shall be created or constructed by any Unit owner without the written consent of the Trustees. Furthermore, any deck or porch which receives consent from the Trustees shall be at the sole expense of the Unit owners. No application for a building permit of any kind shall be obtained from the Town of Westford without the consent of the Trustees, who shall join in the application

for a permit to the Town of Westford. No deck or enclosed porch shall be insulated or heated so as to increase the livable area beyond 800 square feet, in violation of Westford by-laws.

No unit may have more than two (2) bedrooms.

**Section 7.9. Windows and Doors, Screens.**

The Trustees may set uniform standards for the use, maintenance, repair, addition and replacement of storm windows and screens, and storm doors and screen doors. The Trustees may require or prohibit such doors so as to promote uniformity and may separately assess unit owners affected in case additional storm windows, screen windows, screen doors or winter doors are deemed to be required.

**Section 7.10. Use of Areas Surrounding the Unit.**

Subject to rules enacted by the Trustees, Unit owners may plant flowers and other plants, and otherwise decorate and maintain the area within six feet from the boundary of their Unit. Such area shall also constitute a "privacy zone."

**Section 7.11. Opening and Closing for the Season.**

The Trustees may enact policies or rules governing the efficient opening and closing of the Property, including the turning on and off of water services, at the beginning and the end of the season.

**ARTICLE 8 - RIGHTS OF MORTGAGEES, INSURERS, AND GUARANTORS**

**Section 8.1. Subject to Master Deed.**

All mortgages on Units are subject to the provisions of the Act, the Master Deed, the Plans and the rules and regulations, whether the mortgage says so or not.

**Section 8.2. Rights of Eligible Mortgage Holders.**

- (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:
- (1) The termination of the Condominium pursuant to the Act;
  - (2) A change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
  - (3) The merger or consolidation of the Condominium with another condominium;
  - (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
  - (5) The adoption of any proposed budget by the Trustees and the date of any scheduled Unit owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and
  - (6) Any default in the performance or payment by a Unit owner of any

obligations under the Master Deed, including, without limitation, default in the payment of Common Expense liabilities.

- (b) In the event of any proposed actions described in Subsection (a), paragraphs (1), (2), (3), (4) above, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit owner to cast the votes assigned to that Unit or give or withhold any consent required of the Unit owner for such action. The Eligible Mortgage Holder does this by delivering written notice to the Association with a copy to the Unit owner before or at the time of the taking of the proposed action. The notice shall be sent by prepaid United States mail, return receipt requested, or by hand delivery. Failure of the Eligible Mortgage Holder to so exercise such rights shall be a waiver of them and shall not prevent the Unit owner from exercising such rights. In the event of any default described in Subsection (a), paragraph (6), the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.
- (c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Trustees meetings for the purposes of discussing the matters described in Subsection (a), paragraphs (1) through (5).

**Section 8.3. Rights of Mortgage Holders, Insurers, or Guarantors.**

- (a) The Association shall send timely prior written notice by prepaid United States mail to holders, insurers and guarantors of the Mortgage on any Unit of the following matters:
  - (1) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgage.
  - (2) Any sixty (60) day delinquency in the payment of Periodic Assessments or other charges owed by the owner of any Unit on which it holds the Mortgage.
  - (3) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
  - (4) Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.
- (b) To receive such notice, the mortgage holder, insurer, or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insures, or guarantees the Mortgage.

**Section 8.4. Liability for Use and Charges.**

Any Mortgagee who obtains title to a Unit by mortgage foreclosure or a deed in lieu of foreclosure shall not be liable for such Unit owner's unpaid assessments or charges which accrue before the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except where such Mortgagee is liable as a Unit owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit owners being reassessed for the

aggregate amount of such deficiency.

**Section 8.5. Books and Records.**

Any Mortgagee shall have the right, exercisable by written notice to the Trustees, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

**ARTICLE 9- DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**Section 9.1. Reservation of Development Rights.**

The Declarant reserves Development Rights for a period of twenty (20) years over the entire property described in Exhibit A, except as set forth below. Development Rights may be exercised with respect to different parcels of real estate at different times. No assurances are made with respect to the boundaries of portions of the Property for which Development Rights will be exercised. If a Development Right is exercised in any portion of the Property subject to that Development Right, no assurances are made that the Development Right must be exercised in all or in any other portion of the remainder of that Property.

**a. Rights to Add or Withdraw Real Estate from the Condominium.**

Declarant reserves the right to add all or any portion of the real estate described in Exhibit A attached hereto to the Condominium. Declarant also reserves the right to withdraw portions of the real estate described in Exhibit A not required for the legal existence of the Condominium, from the Condominium, provided, however, that legal access to the Condominium property for vehicular and pedestrian access, and for utilities, shall in all instances be preserved during the time when the Condominium is open for occupancy.

**b. Right to Create Additional Units, Common Elements and Limited Common Elements in the Condominium.**

Declarant has received municipal approval for, and hereby reserves the right, to create up to 276 Seasonal Cottage Units on land it presently owns as well as the construction of those buildings which will serve as Common Elements and one (1) year round Dwelling Unit.

Upon addition of each such Unit it shall be fully integrated into the Condominium as if this Master Deed had been originally executed and Recorded containing the additional Unit and the Allocated Interest of the Units shall be reallocated in accordance with the formulas set forth in Article 5 of this Master Deed and as more particularly set forth in the amendment adding the Units. The Allocated Interests of non-residential Units shall be as set out in the amendments creating them.

c. Conversion of Units to Common Elements. The Declarant reserves the right to convert Units which it owns, to Common Elements.

To exercise any rights under this Section the Declarant shall prepare, execute and Record an amendment to the Master Deed pursuant to the Condominium Act, which amendment shall include Plans as required by the Condominium Act to the extent not previously Recorded.

**Section 9.2. Reservation of Special Declarant Rights.**

The Declarant reserves the rights:

- a. Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Master Deed, to locate on the Property, (even though not depicted on Plans,) and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the property. These may include water, electric, telephone, television, fuel, and sewer services. No such easement shall be effective until Recorded. No such easements may be granted through Units sold by Declarant to third parties. The Common Elements shall be promptly restored upon installation and repair.

- b. Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes. However, the Declarant shall be responsible for the cost of services so used;

Formatted: Bullets and Numbering

- c. Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;
- d. Until the construction, marketing and sale of all Units is completed, to locate, relocate and operate and remove one or more construction, sales, leasing and management office and model units of any size anywhere on the premises; permit prospective tenants, purchasers and other to visit that office and use the common elements and use unsold Units for sales, leasing and display purposes, and to post signs on the property;
- e. Appoint and remove members of the Trustees and Officers of the Association until sixty days after the sale to persons other than the Declarant of Seventy-five percent of the total number of Units which may be created, but in any event within seven (7) years of the first conveyance of any Unit. The Declarant may relinquish, in whole or in part, the right to appoint and remove members of the

- f. Trustees before such time by written notice, duly Recorded.  
Those rights established under the Condominium Act.
- g. Subject to the provisions of the Condominium Act, the Declarant may waive any of the foregoing rights but only by written instrument duly recorded in the Middlesex North District Registry of Deeds.

**Section 9.3. Amendment or Modification of Article 9.**

Neither this Article nor any Special Declarant Rights set out elsewhere in this Master Deed shall be amended or waived without the consent of the Declarant duly Recorded in the Middlesex North District Registry of Deeds.

**ARTICLE 10 - ASSIGNABILITY OF DECLARANT'S RIGHTS.**

The benefits of Article 9 and all other Special Declarant Rights of Declarant set forth in this Master Deed, the Bylaws or otherwise, as amended from time to time, may be transferred by Recorded instrument specifically referring to this Section and executed by Declarant and its successors or assignees.

**ARTICLE 11 - AMENDMENT OF MASTER DEED**

**Section 11.1. General Rule: Sixty-Seven Percent Approval Required for Amendments.**

Sixty-Seven Percent of all votes in the Association (not just those who vote) are required to adopt amendments to the Master Deed. Amendments may also require consent of Mortgage Holders or Eligible Mortgage Holders, as set forth in this Master Deed.

**Section 11.2. Exceptions to Sixty-Seven Percent rule; Amendments as to Particular Matters.**

The following amendments are subject to their own particular requirements.

1. The Declarant shall make conforming amendments to the Master Deed and the Plans upon the exercise of any Development Right set forth in Article 9.
2. The Trustees shall make conforming amendments to the Master Deed and the Plans upon the following events and Record the amendments in the Registry of Deeds in order for them to become effective. The Trustees may charge affected Unit owners its cost incurred in doing so, including but not limited to the cost of survey, attorney's fees and recording costs.
  - a. taking of a portion of the Property by eminent domain or the termination of the condominium.
  - b. The relocation of boundaries between adjoining Units, approved by the affected Unit owners, to the extent allowed by this Master Deed and the

Massachusetts Condominium Act.

3. Except to the extent expressly permitted or required by other provisions of this Act, unanimous consent of all Unit owners, not just those who vote, is required for any amendment which would:

- a. create or increase Special Declarant Rights;
  - b. increase the number of Units;
  - c. change the boundaries of any Unit;
  - d. change the Allocated Interests of a Unit;
  - e. change the uses to which any Unit is restricted;
4. The Trustees may make conforming amendments as set out below.

**Section 11.3. Meeting not Required.**

Amendments do not have to be approved by vote at a meeting of Unit owners. Approval may be obtained by mail or other method, but such approval shall in all instances be in writing.

**Section 11.4 One year to challenge.**

No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is Recorded.

**Section 11.5. Recording required to be Effective; Association Officer to Certify and Record Amendments.**

Every amendment to the Master Deed must be Recorded and is effective only upon recordation. Notice of the amendment shall be sent to all Unit owners and Mortgagees known to the Trustees, but failure to send such notices shall not affect the validity of the amendment. Amendments to the Master Deed required by this Act to be Recorded by the Association shall be prepared, executed, Recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

**Section 11.6 Reserved.**

**Section 11.7. Further Approval of Eligible Mortgage Holders Required for "Material" Changes.**

In addition, approval of amendments of a material nature must be obtained from owners who represent at least 67% of the total allocated votes in the owners' Association and Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (a) Voting rights;
- (b) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- (c) Responsibility for maintenance and repairs;
- (d) Reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (e) Redefinition of any Unit boundaries;
- (f) Convertibility of Units into Common Elements or vice versa;
- (g) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) Hazard or fidelity insurance requirements;
- (i) Imposition of any restrictions on leasing of Units;
- (j) Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;
- (k) A decision by the owners' Association of a project that consists of 50 or more Units to establish self-management if professional management had been required previously by the Master Deed or an Eligible Mortgage Holder;
- (l) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (m) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (n) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

If the amendment is not of such material nature, the approval of a Mortgagee may be assumed when that Mortgagee has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

#### **Section 11.8. Corrective Amendments.**

For clarity, this Master Deed restates portions of the Massachusetts Condominium Act and other applicable law in effect at the time this Master Deed is recorded. Such laws may be amended from time to time, making the Master Deed inconsistent with such laws. In addition, some provisions in the Master Deed may be found to be ambiguous, erroneous, or contrary to other provisions or contrary to the Massachusetts Condominium Act or other law. If any amendment is necessary in the judgment of the Trustees to cure any ambiguity or to correct or supplement any provision of this Master Deed that is defective, missing or inconsistent with any other provision of the Massachusetts Condominium Act or any applicable law, then the Trustees, acting through the President, may amend this Master Deed without the approval of the Unit owners or the holders of any liens on all or any part of the Property, upon receipt by the Trustees of a written opinion from legal counsel to the effect that the proposed amendment is permitted by the terms of this section. The amendment must

specifically cite this section of the Master Deed.

#### **ARTICLE 18 – TERMINATION, CONDEMNATION, DESTRUCTION AND LIQUIDATION.**

Any action to terminate the legal status of the project after substantial destruction or condemnation occurs must be agreed to by Unit owners who represent at least 80% of the total allocated votes in the owners' Association and by Eligible Mortgage Holders that represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders.

Termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property must be agreed to by Unit owners who represent at least 80% of the total allocated votes in the owners' Association and by Eligible Mortgage Holders that represent at least 67% of the votes of the mortgaged Units. Implied approval to be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

#### **ARTICLE 12 - GENERAL PROVISIONS**

##### **Section 12.1. Headings.**

The headings used in this Master Deed and the table of contents are inserted solely as a matter of convenience for the readers of this Master Deed and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Master Deed.

##### **Section 12.2. Severability.**

The provisions of this Master Deed shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion of them shall not affect the validity or enforceability of any other provision or portion, unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which this Master Deed is intended to create.

##### **Section 12.3. Applicable Law.**

This Master Deed shall be governed and construed according to the laws of the Commonwealth of Massachusetts.

##### **Section 12.4. Interpretation.**

The provisions of this Master Deed shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium. Notwithstanding the foregoing, in the event of any conflict between the

requirements set forth in the Master Deed or the Trust and the requirements set forth in the Town of Westford Zoning Board of Appeals decisions and the Planning Board Approvals, the decisions of the local board will be controlling.

**Section 12.5. Effective Date.**

This Master Deed shall become effective when it and the Plans have been Recorded.

**Section 12.6. Notices.**

All notices and other communications required or permitted to be given under or in connection with this Master Deed shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

**Section 12.7. Exhibits.**


All exhibits attached to this Master Deed are hereby made a part of this Master Deed.

**Section 12.8. Arbitration.**

In any dispute between one or more Unit owners and the Declarant regarding the Common Elements, the Trustees shall act for the Unit owners, and any agreement with respect thereto by the Trustees shall be conclusive and binding upon the Unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit owners on the other hand, arising out of or relating to, this Master Deed, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be submitted to arbitration. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon. Notice of demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principles of law and equity.

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 this 10<sup>th</sup> day of April, 2007.

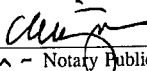
WESCON, INC.

  
By: David A. Guthrie  
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10<sup>th</sup> day of April, 2007, 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 (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Elizabeth A. Pheasant - Notary Public  
My Commission Expires: 6/21/2013

The Declaration of Condominium

EXHIBIT A

The premises at Wyman's Beach Road, a/k/a Long Sought for Pond Road, Westford, Middlesex, Middlesex County, Massachusetts, known as "Wyman's Beach Campground", comprised of the following:

PARCEL 1: Being all and the same premises conveyed by Minnie A. Book dated April 14, 1952, recorded with Middlesex North District Registry of Deeds at Book 1193, Page 125, excepting therefrom, however, so much thereof as has been heretofore conveyed by two deeds, one to Norman E. Day et ux, recorded with said Registry at Book 1219, Page 57, and the other to Allen J. Hendrickson et ux, recorded with said Registry at Book 1320 Page 218. Said premises conveyed subject to a grant to the Lowell Electric Light Corporation recorded with said Registry at Book 1224, Page 254.

PARCEL 2: Being all and the same premises conveyed by George F. White by deed dated August 19, 1952, recorded with said Registry at Book 1203, Page 122.

PARCEL 3: Being all and the same premises conveyed by George W. Wyman et al, by deed dated November 22, 1960, recorded with said Registry at Book 1497, Page 503.

PARCEL 4: Being all the same premises conveyed by Caroline W. Freeland by deed dated September 17, 1964, recorded with said Registry at Book 1665, Page 225.

PARCEL 5: Being all and the same premises conveyed by the Inhabitants of Westford by deed dated August 16, 1965, recorded with said Registry at Book 1713, Page 192.

Excepting from the above described premises, Lot A on plan recorded with said Registry in Plan Book 189, Plan 52, conveyed in a deed recorded with said Registry at Book 7614, Page 94; Lot B on said Plan is retained by the Grantor and not herein conveyed; also excepted is Parcel A on Plan recorded with said Registry, Plan Book 170, Page 148 conveyed in a deed recorded with said Registry at Book 5036, Page 279; and PARCEL C on a plan entitled "Plan of Land, Long Sought For Pond Road, Westford, MA prepared for George W. Wyman, dated July 22, 2003, MLC Land Surveyors, Inc. which plan is to be recorded in said Registry and to which plan reference may be had for a more particular description of said premises.

Also intending hereby to convey and hereby conveying the premises conveyed by Allen Hendrickson by deed recorded with said Registry at Book 9759, Page 258, containing 10,000 square feet and the premises conveyed to Harvey E. Wyman and recorded at Book 1848, Page 333. These two premises being the same excepted from the Parcel 1 description above, but are re-included herein. Also intending to convey our fee interest in Long Sought For Pond Road, a/k/a Wymans Beach Road as shown on the aforementioned Wyman's Beach Plan dated July

The Declaration of Condominium

22, 2003.

Subject to the rights of George W. Wyman and Elsie M. Wyman the right and easement to use Wyman's Beach Road for all purposes for which streets and ways are commonly used in the Town of Westford for the benefit of Parcel C on said plan.

Meaning and intending to convey the above-described premises no matter how they may be described and intending to convey and interest we may have in land abutting said premises except those parcels specifically excepted above.

Said premises are conveyed subject to any and all restrictions, easements or other encumbrances of record, if any there be, and together with the benefit of any and all easements, restrictions, or right of way mentioned or referred to in any of said deeds above mentioned.

Also, another parcel of land, described as follows.

A certain parcel of wood land situated in the northerly part of said Westford containing twenty acres, more or less, known as the Hill Pasture bounded and described as follows:

Beginning at the southwesterly corner thereof at a stone post in the wall at land formerly of Robert Bartlett and land conveyed by Sarah R. Hildreth and Martha M. Hildreth to Frank H. Hildreth by deed dated June 7, 1902 and recorded with Middlesex North District Registry of Deeds, Book 349, Page 313, thence in a northwesterly direction along the wall in various courses by said last named land about nineteen hundred and eighteen (1918) feet to land formerly of Ruth Patch, deceased; Thence northeasterly on the wall by said Patch land and by land formerly of John Cummings, deceased, to the corner of the wall at land formerly of William Chandler, deceased; Thence southerly on the wall by said Chandler's land to the corner of the wall at land formerly of Jesse Hildreth, deceased; Thence westerly on the wall by said last named land to the point of beginning. Together with the rights of others to pass and repass across said land, if any there may be.

For declarant's title see Middlesex North District Registry of Deeds at Book 20370, Page 18 and by Confirmatory Deed recorded with said Registry at Book 20976 Page 243.

## EXHIBIT B

Unit #	Rooms and Types	Percentage Interest	Street Address
27	K, 2 Bed, Bath, LR, SR	8.34	4 Whispering Pines Road
28	K, 2 Bed, Bath, LR, SR	8.33	6 Whispering Pines Road
29	K, 2 Bed, Bath, LR, SR	8.34	8 Whispering Pines Road
32	K, 2 Bed, Bath, LR, SR	8.33	14 Whispering Pines Road
73	K, 2 Bed, Bath, LR, SR	8.34	2 Ravine Way
75	K, 2 Bed, Bath, LR, SR	8.33	6 Ravine Way
77	K, 2 Bed, Bath, LR, SR	8.34	10 Ravine Way
82	K, 2 Bed, Bath, LR, SR	8.33	5 Ravine Way
84	K, 2 Bed, Bath, LR, SR	8.33	1 Ravine Way
89	K, 2 Bed, Bath, LR, SR	8.33	1 Whispering Pines Road
91	K, 2 Bed, Bath, LR, SR	8.33	4 Acorn Lane
92	K, 2 Bed, Bath, LR, SR	8.33	3 Acorn Lane

## 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 shown on Plans.
3. Each unit has immediate access to the common area through its front and back or side entry which is adjacent to its Limited Common Area.

END OF DOCUMENT

The Declaration of Condominium

**SUMMER VILLAGE CONDOMINIUM  
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 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-29** 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, I-26, I-27, I-28, 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, II-38, II-39, II-40, II-41, II-42, II-43, II-44, II-45, II-46, II-47, III-1, III-2, III-3 and III-4 shall be as specified in Exhibit A attached hereto; and

WHEREAS, the construction of such cottage unit, known herein as Unit 277, on said land has been sufficiently completed, and the Declarant desires to so include said **Phase I-29** 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-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 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-29** of Summer Village Condominium and does hereby include said **Phase I-29** in Summer Village Condominium, to be governed by and subject to the provisions of said Chapter 183A, Massachusetts General Laws, as amended. Said

**Phase I-29** 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-29**:

**Phase I-29** of the Condominium consists of **one (1)** currently existing building, containing a total of **one (1)** completed dwelling unit which is known as Unit 277. Said Unit 277 shall be considered a Dwelling Unit as more particularly described in Article 2.2 (i) of the Master Deed. The Unit also has the benefit of an exclusive use easement as shown on said plan. Said Unit also has the benefit of an exclusive use area (in common with units 94, 95 and 96) as shown on said plan.

II Description of Units and Their Boundaries in **Phase I-29**

The designation of the units in **Phase I-29** are shown on Exhibit A attached hereto and made a part hereof by reference, as shown on the plans recorded herewith.

The units in **Phase I-29** of the Condominium contain and include the following:

Kitchen area  
Living Room  
Two Bedrooms  
One Bathroom  
Storage on the second floor  
Basement

The Boundaries of the units in **Phase I-29** 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, I-26, I-27, I-28, 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, II-38, II-39, II-40, II-41, II-42, II-43, II-44, II-45, II-46, II-47, III-1, III-2, III-3 and III-4 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-29** 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, I-26, I-27, I-28, 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, II-38, II-39, II-40, II-41, II-42, II-43, II-44, II-45, II-46, II-47, III-1, III-2, III-3 and III-4.

### III Floor Plans of Units

The first deed of the Units in **Phase I-29** 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 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 cottage units in said **Phase I-29** 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, I-26, I-27, I-28, 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, II-38, II-39, II-40, II-41, II-42, II-43, II-44, II-45, II-46, II-47, III-1, III-2, III-3 and III-4

### V Amendments to Master Deed

Article 2.2 (i) is amended by adding into the first line of the section "exclusive of Unit 277 and the Manager's Office" after the words "a type of housing unit".

Article 7.2 shall be amended by adding in the following paragraph at the end of that 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 an extended occupancy from the second day in April through and including the second day in January. As such, for Unit 277 shall be closed and the main water service to the Unit shall be shut off between the third day of January and the first day of April. 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. Furthermore, Unit 277 may not be rented during the closure of the Seasonal Cottage Units as set forth in this Article 7.2. Furthermore, Unit 277 shall have no access to the amenities of the complex during the extended season without the prior approval of the Trustees.

Unit 277 shall be responsible for its own trash removal during its extended season. 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."

Article 7.8 shall be amended by adding in the following paragraph at the end of that provision:

"Notwithstanding the above, the requirements of this Section 7.8 shall not apply to Unit 277. However Unit 277 shall not be expanded upward, downward or outward. No decks or porches not installed by Declarant shall be created or constructed by the unit owner without the written consent of the Trustees.

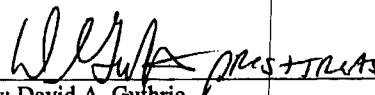
The Master Deed may be further amended in accordance with the provisions of Articles 9 and 11 of said Master Deed."

#### VI Master Deed Incorporated by Reference

The units and the common areas and facilities in **Phase I-29** 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-29** 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, I-26, I-27, I-28, 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, II-38, II-39, II-40, II-41, II-42, II-43, II-44, II-45, II-46, II-47, III-1, III-2, III-3 and III-4 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 31st day of July, ~~2012~~ 2012.

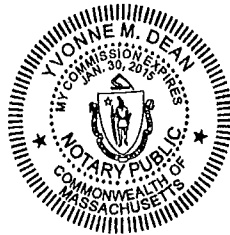
WESCON, INC.

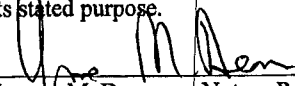
  
By: David A. Guthrie,  
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31st day of July, 2012, 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-29 AMENDMENT TO**  
**SUMMER VILLAGE CONDOMINIUM MASTER DEED**  
**"DESCRIPTION OF UNITS"**

Unit		Description	% Interest
2	1	K, 2 Bed, Bath, LR, SR	0.463%
6	1	K, 2 Bed, Bath, LR, SR	0.463%
14	1	K, 2 Bed, Bath, LR, SR	0.463%
16	1	K, 2 Bed, Bath, LR, SR	0.463%
17	1	K, 2 Bed, Bath, LR, SR	0.463%
18	1	K, 2 Bed, Bath, LR, SR	0.463%
19	1	K, 2 Bed, Bath, LR, SR	0.463%
20	1	K, 2 Bed, Bath, LR, SR	0.463%
21	1	K, 2 Bed, Bath, LR, SR	0.463%
22	1	K, 2 Bed, Bath, LR, SR	0.463%
23	1	K, 2 Bed, Bath, LR, SR	0.463%
24	1	K, 2 Bed, Bath, LR, SR	0.463%
25	1	K, 2 Bed, Bath, LR, SR	0.463%
26	1	K, 2 Bed, Bath, LR, SR	0.463%
27	1	K, 2 Bed, Bath, LR, SR	0.463%
28	1	K, 2 Bed, Bath, LR, SR	0.463%
29	1	K, 2 Bed, Bath, LR, SR	0.463%
30	1	K, 2 Bed, Bath, LR, SR	0.463%
31	1	K, 2 Bed, Bath, LR, SR	0.463%
32	1	K, 2 Bed, Bath, LR, SR	0.463%
33	1	K, 2 Bed, Bath, LR, SR	0.463%
34	1	K, 2 Bed, Bath, LR, SR	0.463%
35	1	K, 2 Bed, Bath, LR, SR	0.463%
36	1	K, 2 Bed, Bath, LR, SR	0.463%
37	1	K, 2 Bed, Bath, LR, SR	0.463%
38	1	K, 2 Bed, Bath, LR, SR	0.463%
39	1	K, 2 Bed, Bath, LR, SR	0.463%
40	1	K, 2 Bed, Bath, LR, SR	0.463%
41	1	K, 2 Bed, Bath, LR, SR	0.463%
42	1	K, 2 Bed, Bath, LR, SR	0.463%
43	1	K, 2 Bed, Bath, LR, SR	0.463%
45	1	K, 2 Bed, Bath, LR, SR	0.463%
46	1	K, 2 Bed, Bath, LR, SR	0.463%
47	1	K, 2 Bed, Bath, LR, SR	0.463%
50	1	K, 2 Bed, Bath, LR, SR	0.463%
52	1	K, 2 Bed, Bath, LR, SR	0.463%
55	1	K, 2 Bed, Bath, LR, SR	0.463%
56	1	K, 2 Bed, Bath, LR, SR	0.463%

58	1	K, 2 Bed, Bath, LR, SR	0.463%
59	1	K, 2 Bed, Bath, LR, SR	0.463%
60	1	K, 2 Bed, Bath, LR, SR	0.463%
61	1	K, 2 Bed, Bath, LR, SR	0.463%
62	1	K, 2 Bed, Bath, LR, SR	0.463%
63	1	K, 2 Bed, Bath, LR, SR	0.463%
64	1	K, 2 Bed, Bath, LR, SR	0.463%
65	1	K, 2 Bed, Bath, LR, SR	0.463%
66	1	K, 2 Bed, Bath, LR, SR	0.463%
67	1	K, 2 Bed, Bath, LR, SR	0.463%
68	1	K, 2 Bed, Bath, LR, SR	0.463%
69	1	K, 2 Bed, Bath, LR, SR	0.463%
70	1	K, 2 Bed, Bath, LR, SR	0.463%
71	1	K, 2 Bed, Bath, LR, SR	0.463%
72	1	K, 2 Bed, Bath, LR, SR	0.463%
73	1	K, 2 Bed, Bath, LR, SR	0.463%
74	1	K, 2 Bed, Bath, LR, SR	0.463%
75	1	K, 2 Bed, Bath, LR, SR	0.463%
76	1	K, 2 Bed, Bath, LR, SR	0.463%
77	1	K, 2 Bed, Bath, LR, SR	0.463%
78	1	K, 2 Bed, Bath, LR, SR	0.463%
79	1	K, 2 Bed, Bath, LR, SR	0.463%
80	1	K, 2 Bed, Bath, LR, SR	0.463%
81	1	K, 1 Bed, Bath, LR, SR	0.463%
82	1	K, 2 Bed, Bath, LR, SR	0.463%
83	1	K, 2 Bed, Bath, LR, SR	0.463%
84	1	K, 2 Bed, Bath, LR, SR	0.463%
85	1	K, 2 Bed, Bath, LR, SR	0.463%
86	1	K, 2 Bed, Bath, LR, SR	0.463%
87	1	K, 2 Bed, Bath, LR, SR	0.463%
88	1	K, 2 Bed, Bath, LR, SR	0.463%
89	1	K, 2 Bed, Bath, LR, SR	0.463%
90	1	K, 2 Bed, Bath, LR, SR	0.463%
91	1	K, 2 Bed, Bath, LR, SR	0.463%
92	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 93	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 94	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 95	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 96	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 97	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 98	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 99	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 100	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 101	1	K, 2 Bed, Bath, LR, SR	0.463%

✓ 102	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 103	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 104	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 105	1	K, 2 Bed, Bath, LR, SR	0.463%
✓ 106	1	K, 2 Bed, Bath, LR, SR	0.463%
107	1	K, 2 Bed, Bath, LR, SR	0.463%
108	1	K, 2 Bed, Bath, LR, SR	0.463%
109	1	K, 2 Bed, Bath, LR, SR	0.463%
110	1	K, 2 Bed, Bath, LR, SR	0.463%
111	1	K, 2 Bed, Bath, LR, SR	0.463%
112	1	K, 2 Bed, Bath, LR, SR	0.463%
113	1	K, 2 Bed, Bath, LR, SR	0.463%
114	1	K, 2 Bed, Bath, LR, SR	0.463%
115	1	K, 2 Bed, Bath, LR, SR	0.463%
116	1	K, 2 Bed, Bath, LR, SR	0.463%
117	1	K, 2 Bed, Bath, LR, SR	0.463%
118	1	K, 2 Bed, Bath, LR, SR	0.463%
119	1	K, 2 Bed, Bath, LR, SR	0.463%
120	1	K, 2 Bed, Bath, LR, SR	0.463%
121	1	K, 2 Bed, Bath, LR, SR	0.463%
122	1	K, 2 Bed, Bath, LR, SR	0.463%
123	1	K, 2 Bed, Bath, LR, SR	0.463%
124	1	K, 2 Bed, Bath, LR, SR	0.463%
125	1	K, 2 Bed, Bath, LR, SR	0.463%
126	1	K, 2 Bed, Bath, LR, SR	0.463%
127	1	K, 2 Bed, Bath, LR, SR	0.463%
128	1	K, 2 Bed, Bath, LR, SR	0.463%
129	1	K, 2 Bed, Bath, LR, SR	0.463%
130	1	K, 2 Bed, Bath, LR, SR	0.463%
131	1	K, 2 Bed, Bath, LR, SR	0.463%
132	1	K, 2 Bed, Bath, LR, SR	0.463%
133	1	K, 2 Bed, Bath, LR, SR	0.463%
134	1	K, 2 Bed, Bath, LR, SR	0.463%
135	1	K, 2 Bed, Bath, LR, SR	0.463%
136	1	K, 2 Bed, Bath, LR, SR	0.463%
137	1	K, 2 Bed, Bath, LR, SR	0.463%
138	1	K, 2 Bed, Bath, LR, SR	0.463%
139	1	K, 2 Bed, Bath, LR, SR	0.463%
140	1	K, 2 Bed, Bath, LR, SR	0.463%
141	1	K, 2 Bed, Bath, LR, SR	0.463%
142	1	K, 2 Bed, Bath, LR, SR	0.463%
143	1	K, 2 Bed, Bath, LR, SR	0.463%
149	1	K, 2 Bed, Bath, LR, SR	0.463%
150	1	K, 2 Bed, Bath, LR, SR	0.463%

168	1	K, 2 Bed, Bath, LR, SR	0.463%
173	1	K, 2 Bed, Bath, LR, SR	0.463%
175	1	K, 2 Bed, Bath, LR, SR	0.463%
176	1	K, 2 Bed, Bath, LR, SR	0.463%
182	1	K, 2 Bed, Bath, LR, SR	0.463%
183	1	K, 2 Bed, Bath, LR, SR	0.463%
184	1	K, 2 Bed, Bath, LR, SR	0.463%
185	1	K, 2 Bed, Bath, LR, SR	0.463%
186	1	K, 2 Bed, Bath, LR, SR	0.463%
187	1	K, 2 Bed, Bath, LR, SR	0.463%
188	1	K, 2 Bed, Bath, LR, SR	0.463%
189	1	K, 2 Bed, Bath, LR, SR	0.463%
190	1	K, 2 Bed, Bath, LR, SR	0.463%
191	1	K, 2 Bed, Bath, LR, SR	0.463%
192	1	K, 2 Bed, Bath, LR, SR	0.463%
194	1	K, 2 Bed, Bath, LR, SR	0.463%
196	1	K, 2 Bed, Bath, LR, SR	0.463%
197	1	K, 2 Bed, Bath, LR, SR	0.463%
201	1	K, 2 Bed, Bath, LR, SR	0.463%
202	1	K, 2 Bed, Bath, LR, SR	0.463%
203	1	K, 2 Bed, Bath, LR, SR	0.463%
205	1	K, 2 Bed, Bath, LR, SR	0.463%
204	1	K, 2 Bed, Bath, LR, SR	0.463%
206	1	K, 2 Bed, Bath, LR, SR	0.463%
207	1	K, 2 Bed, Bath, LR, SR	0.463%
208	1	K, 2 Bed, Bath, LR, SR	0.463%
209	1	K, 2 Bed, Bath, LR, SR	0.463%
210	1	K, 2 Bed, Bath, LR, SR	0.463%
211	1	K, 2 Bed, Bath, LR, SR	0.463%
212	1	K, 2 Bed, Bath, LR, SR	0.463%
213	1	K, 2 Bed, Bath, LR, SR	0.463%
214	1	K, 2 Bed, Bath, LR, SR	0.463%
215	1	K, 2 Bed, Bath, LR, SR	0.463%
216	1	K, 2 Bed, Bath, LR, SR	0.463%
217	1	K, 2 Bed, Bath, LR, SR	0.463%
218	1	K, 2 Bed, Bath, LR, SR	0.463%
219	1	K, 2 Bed, Bath, LR, SR	0.463%
220	1	K, 2 Bed, Bath, LR, SR	0.463%
221	1	K, 2 Bed, Bath, LR, SR	0.463%
222	1	K, 2 Bed, Bath, LR, SR	0.463%
223	1	K, 2 Bed, Bath, LR, SR	0.463%
224	1	K, 2 Bed, Bath, LR, SR	0.463%
225	1	K, 2 Bed, Bath, LR, SR	0.463%
226	1	K, 2 Bed, Bath, LR, SR	0.463%

227	1	K, 2 Bed, Bath, LR, SR	0.463%
228	1	K, 2 Bed, Bath, LR, SR	0.463%
229	1	K, 2 Bed, Bath, LR, SR	0.463%
230	1	K, 2 Bed, Bath, LR, SR	0.463%
231	1	K, 2 Bed, Bath, LR, SR	0.463%
232	1	K, 2 Bed, Bath, LR, SR	0.463%
233	1	K, 2 Bed, Bath, LR, SR	0.463%
234	1	K, 2 Bed, Bath, LR, SR	0.463%
236	1	K, 2 Bed, Bath, LR, SR	0.463%
237	1	K, 2 Bed, Bath, LR, SR	0.463%
238	1	K, 2 Bed, Bath, LR, SR	0.463%
239	1	K, 2 Bed, Bath, LR, SR	0.463%
240	1	K, 2 Bed, Bath, LR, SR	0.463%
241	1	K, 2 Bed, Bath, LR, SR	0.463%
242	1	K, 2 Bed, Bath, LR, SR	0.463%
243	1	K, 2 Bed, Bath, LR, SR	0.463%
244	1	K, 2 Bed, Bath, LR, SR	0.463%
249	1	K, 2 Bed, Bath, LR, SR	0.463%
250	1	K, 2 Bed, Bath, LR, SR	0.463%
251	1	K, 2 Bed, Bath, LR, SR	0.463%
252	1	K, 2 Bed, Bath, LR, SR	0.463%
253	1	K, 2 Bed, Bath, LR, SR	0.463%
254	1	K, 2 Bed, Bath, LR, SR	0.463%
255	1	K, 2 Bed, Bath, LR, SR	0.463%
256	1	K, 2 Bed, Bath, LR, SR	0.463%
257	1	K, 2 Bed, Bath, LR, SR	0.463%
258	1	K, 2 Bed, Bath, LR, SR	0.463%
259	1	K, 2 Bed, Bath, LR, SR	0.463%
260	1	K, 2 Bed, Bath, LR, SR	0.463%
261	1	K, 2 Bed, Bath, LR, SR	0.463%
262	1	K, 2 Bed, Bath, LR, SR	0.463%
263	1	K, 2 Bed, Bath, LR, SR	0.463%
264	1	K, 2 Bed, Bath, LR, SR	0.463%
265	1	K, 2 Bed, Bath, LR, SR	0.463%
266	1	K, 2 Bed, Bath, LR, SR	0.463%
267	1	K, 2 Bed, Bath, LR, SR	0.463%
268	1	K, 2 Bed, Bath, LR, SR	0.463%
269	1	K, 2 Bed, Bath, LR, SR	0.463%
270	1	K, 2 Bed, Bath, LR, SR	0.463%
271	1	K, 2 Bed, Bath, LR, SR	0.463%
272	1	K, 2 Bed, Bath, LR, SR	0.463%
273	1	K, 2 Bed, Bath, LR, SR	0.463%
274	1	K, 2 Bed, Bath, LR, SR	0.463%
275	1	K, 2 Bed, Bath, LR, SR	0.463%

276	1	K, 2 Bed, Bath, LR, SR	0.463%
277	1	K, 2 Bed, Bath, LR, SR	0.463%
<b>total # units</b>	<b>216</b>		<b>100.0000%</b>

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 shown on Plans.
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.