

(THIS SPACE RESERVED FOR REGISTRY OF DEEDS USE)

**MASTER DEED OF  
FERNHILL ESTATES CONDOMINIUM**

**An Over-55 Mixed Income Community**

Custer Realty Incorporated, a corporation organized under the laws of Massachusetts, with its principal place of business at 258 Broadway, Methuen, Massachusetts, 01844 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Methuen, Essex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

**1. Condominium Phasing.**

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said right to so amend.

**2. Name.**

The name of the Condominium shall be as follows: FERNHILL ESTATES CONDOMINIUM.

**3. Description of Land.**

The Premises which constitutes the Condominium is comprised of the land situated off Forest Street, in the City of Methuen, Essex County, Massachusetts, consisting of approximately 4.15 acres of land as shown on the plan entitled "Phase I Site Plan, Fernhill Estates Condominium, Rebecca Way, Units 1, 4, 7, 11 & 16, Methuen, MA" dated May 8, 2006, recorded herewith and hereinafter referred to as the "Site Plan".

Rebecca Way Methuen

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A description of the land on which the Condominium Units are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases of the Condominium.

"Registry of Deeds" as used in this Master Deed shall mean Essex North District Registry of Deeds.

#### **4. Description of the Buildings.**

The Declarant is declaring an initial phase containing five (5) buildings, which contain one unit per building. The construction of each building includes poured concrete foundation, vinyl siding, cultured stone front, vinyl windows, and asphalt shingle roof. The approximate location of each Unit is shown on the Site Plan. Each Unit is located in a free standing building within an Outdoor Exclusive Use Area for the exclusive use of the Owner of each Unit, all as shown on the Site Plan, as may be amended in connection with future phases.

#### **5. Designation of the Units and their Boundaries.**

(a) The Condominium, if fully constructed, will consist of sixteen (16) Units, each Unit being a separate building as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, Limited Common Area, immediately accessible Common Areas and other descriptive specifications of each of the Units are set forth in Exhibit B attached hereto, as may be amended in connection with future phases, and are shown on the building floor plans recorded herewith (hereinafter referred to as the "Floor Plans").

The Floor Plans show the approximate layout, locations, unit numbers and approximate dimensions of each Unit as built, and bear the verified statement as required by the applicable provisions of Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the actual location or boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Exhibit B-1 attached hereto shows a projected percentage interest which will be attributable to each Unit in the event all the units possible are constructed and phased into the Condominium. The Declarant reserves the right herein to adjust the projected percentages depending upon the actual model of Unit or Units that are built in future phases. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record new site and floor plans showing the buildings and units forming part thereof. The use of the word "approximate" within this section is necessitated by the fact that the model of the Units chosen to be built in potential future phases and the actual location of such Units, are not yet precisely determined.

(c) The boundaries of each of the Units shall include the entire separate dwelling structure, measured by the exterior planes of all structures and components of the building, with it being intended that the entire building structure, including the foundation and basement, be

independently owned by the unit owner as a free-standing structure located on (or in the case of a full basement foundation, in) the common area property of the Condominium. Included in this entire building ownership is the Unit Owner's obligation of proper maintenance, repair and replacement of the entire Unit, including, but not limited to all exterior siding, trim, chimneys, gutters, downspouts, decks, patios, railings, porches and roofs.

(d) All storm and screen windows and storm and screen doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior approval of the Board of Trustees. Each Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Unit or which are situated in, on or within the Outdoor Exclusive Use Area set aside for the exclusive use of said Unit.

(e) All Common Area located within an Outdoor Exclusive Use Area, located near or abutting each Unit specifically including, but not limited to, driveways, parking areas, decks, patios, stairs and landings if any, walks and all parts of the structure shall not be part of the Unit, but shall be Limited Common Area, which is designated as Exclusive Use Area for the benefit of the Unit to which it is attached or which it solely serves. The maintenance and upkeep of the Limited Common Areas, excepting those items noted in subparagraph (c) above as the Unit Owners' obligation to maintain, shall be allocated to all Units within FERNHILL ESTATES Condominium, notwithstanding that a given Unit has exclusive rights to use all or some of these areas;

(f) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that Unit; and

(g) Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

#### **6. Common Areas and Facilities.**

Except for the Units and Limited Common Areas and Facilities as described in paragraph 7 hereof, the entire premises, including without limitation the land and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, stormwater drainage, sewerage, gas, electricity, television cable, and telephone, which are not located within any Unit or which although located within a Unit serve other Units, whether alone or in common with such Unit.

(c) In general, any and all apparatus, equipment and installations existing for common use.

(d) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

#### **7. Limited Common Areas and Facilities.**

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of each Unit as hereinafter described:

(a) **Driveways.** Included with and appurtenant to each Unit will be the driveway area leading from the road to the garage portion of the unit which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(b) **Patios, Front Entry Porches and Decks.** Each Unit shall carry with it exclusive right and easement to any Patio, Front Entry Porch, and/or Deck as attached to the Unit for use by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(c) **Steps or walkways.** Each Unit shall have the exclusive right and easement to use any steps or walkways which serve such Unit alone.

(d) **Yard Area.** Each Unit shall, in addition to the Unit's appurtenant interest in the Common Areas and Facilities, shall be conveyed together with an Outdoor Exclusive Use Area /Limited Common Area for yard purposes over and across a portion of the common area adjacent to the Unit as shown on the site plan.

(e) The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

(f) The Declarant has reserved the right pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendments to this Master Deed adding such future phase(s).

(g) The cost and maintenance of the Outdoor Exclusive Use Area and Limited Common Area as described in this paragraph 7 shall be the sole responsibility of each Unit Owner except that the Unit Owners Association shall be responsible for mowing and maintenance of all outdoor exclusive/limited common areas, subject to the Rules and Regulations promulgated by the Association. The Unit Owners Association shall also be responsible for snow and debris removal from the walkways and steps leading to the front door of each Unit and all Condominium roads, driveways and the sidewalk along the roadway. Unit Owners shall be responsible for removal of snow and debris from their other (non-front door) walkways, steps, patios, Porches and decks.

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

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof. As required by Condition Number 21 of the Comprehensive Permit, the percentage ownership interest of Units restricted as Affordable Units has been determined utilizing the fair value of said Units taking into consideration the sale price restrictions imposed by the Regulatory Agreement and Deed Rider.

In the event all Units approved by the Comprehensive Permit pursuant to which the Condominium is developed are constructed and phased in, the projected percentage interest attributable to each unit will be approximately as shown on Exhibit B-1.

#### **9. Purpose and Restriction of Use.**

FERNHILL ESTATES is an Age Restricted (over 55) development with four (4) Affordable Units. The condominium development is subject to the terms, conditions, restrictions and provisions of a City of Methuen Zoning Board of Appeals' M.G.L. c. 40B Comprehensive Permit dated July 28, 2004 and recorded in Book 9070 Page 1 as affected by Amendment at

Book 9673, Page 169, as may be further amended from time to time. Restrictions affecting Units and the purposes for which each Unit is intended to be used are as follows:

(a) Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying owner/occupant"). Children under the age of eighteen (18) may not reside in a Unit for more than six (6) months in any nine (9)-month period. In the event of the death of the qualifying owner/occupant(s) of a Unit, or the foreclosure or other involuntary transfer of a Unit, a two year exemption shall be allowed for the transfer of the Unit to another eligible household.

(b) The Declarant intends that the Condominium be occupied by persons 55 years of age or older, and that notwithstanding the provisions in paragraph (a) above allowing a two-year exemption in certain circumstances, in no event shall less than eighty percent (80%) of the occupied units be occupied by at least one person who is 55 years of age or older.

(c) The Condominium Trust shall publish and adhere to policies and procedures that demonstrate the intent and adhere to the provisions set out in 42 USCS, Section 3607 (b)(2)(c) and the rules issued by the Secretary of HUD.

(d) **Leasing Restrictions:** All leases or rental agreements for Units shall be in writing, and of a minimum duration of six (6) months. Lessors are required to provide the Condominium Association with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Trustees. All leases for units within the condominium shall include the following language:

This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying owner/occupant"). Children under the age of 18 may not reside in a unit for more than six (6) months in any nine (9) -month period. In the event of the death of the "qualifying owner/occupant(s)" of a unit, or the foreclosure or other involuntary transfer of a unit, a two year exemption shall be allowed for the transfer of the unit to another eligible household. Failure to comply with these provisions shall be deemed a material breach of this lease agreement.

**Violation-by-Tenants:** Unit owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may

give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board as its attorney-in-fact for such purpose, and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address: *c/o Custer Realty, Inc., 258 Broadway, Methuen, Massachusetts 01844.*

Each lease must contain the following information: the names of all persons that will reside in the Unit who are 55 years of age or older; make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease at the above address prior to occupancy of his Unit by tenant shall be assessed a penalty set by the Trustees of the Condominium for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(e) On July 1<sup>st</sup> of each year the Unit Owners' Association shall provide to the City of Methuen's Department of Economic and Community Development, a census of the number of Units who are occupied by persons aged 55 or over. If Applicable, the Association shall also provide a census of any units that are occupied by children under the age of eighteen (18) and the date of occupancy during the prior reporting period.

(f) At all times the Association shall be in conformity with the Housing for Older Person Act (HOPA).

(g) The Affordable Units are set forth on Exhibit C attached hereto and all Affordable Units shall be subject to a Deed Rider which has been approved by the Zoning Board of Appeals the form of which is incorporated in a Regulatory Agreement applicable to this development recorded in the Registry at Book 9673, Page 170. All Affordable Units shall be maintained by the owner thereof as affordable units in perpetuity or the maximum term allowed by law, but in no case less than ninety-nine (99) years, all as set forth in said Regulatory Agreement and Deed Rider.

(h) The provisions of subparagraphs (a) above through this paragraph (h) may not be substantively amended without prior written approval of the City of Methuen acting through its Zoning Board of Appeals. There shall be no amendments to provisions governing or relating to the Affordable Units or conditions set forth in the Comprehensive Permit Decision without approval from the Methuen Zoning Board of Appeals.

(i) The architectural integrity of the Units shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or attached to or exhibited through a window of the Unit, and no painting or other decorating shall be done on any exterior part or surface of the Unit, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(j) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas

(k) No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "The By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws. Further, no Unit Owner shall do or cause harm to its Unit or, Common Area, Facilities or Limited Common Area that would adversely impact any required policies of insurance.

(l) The driveways are intended to be used solely for the parking of private passenger vehicles. Other than construction vehicles authorized by the Declarant during the construction of the infrastructure and units, there shall be no parking of any vehicles allowed on the roadways overnight. Only cars and light trucks without signage are permitted to park overnight in the driveways.

(m) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium Association.

(n) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any Unit.

(o) No pets other than common domestic animals shall be kept in any Unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Under no circumstances are large reptiles or large



"exotic" animals, weighing over 5 pounds, to be kept in any Unit. Upon petition by any Unit Owner, the Trustees of the Condominium Trust filed and recorded herewith shall have the right to approve or disapprove the keeping of any pet other than those types listed herein. Only Unit Owners may petition the Trustees for variance of this restriction for pets owned or kept by the Unit Owner. There shall be no breeding of any animals in any Unit.

(p) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said unit which could structurally change any building, without the prior written permission on each occasion by the Trustees.

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

**10. Rights Reserved to the Declarant for Sales and Future Development.**

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- (i) Lease and License the use of any unsold Units;
- (ii) Raise or lower the price of unsold Units;
- (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;
- (iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and
- (v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignias they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer[s], construction trailer[s] and/or storage trailer[s]), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the common areas and facilities of the Condominium including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development, construction and expansion of the common areas and facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

#### **11. Rights Reserved to the Condominium Trustees.**

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including, without limitation the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, electric, telephone, sewer, water and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

#### **12. The Unit Owners' organization.**

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

**CUSTER REALTY INCORPORATED**

The mailing address of the Trust is 258 Broadway, Methuen, Massachusetts 01844.

The Condominium Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be on the second Tuesday in June of each year (Trust 5.14.2) at 7:30 p.m. or within sixty days prior to or following said date, provided that owners of record are notified of the meeting by United States Mail at least fifteen (15) days prior to the meeting date.

The FISCAL YEAR of the Trust shall begin on January 1st of each year (Trust 5.23).

**13. Easement for Encroachment.**

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

**14. Units Owner's Rights and Obligations.**

(a) All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraphs 9 and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any

interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to unit ownership.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Schedule B of the most current Amendment to Master Deed, or on the Schedule B attached hereto, if there are no Amendments of record.

(e) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be based upon the fair market value of each Unit, taking into account restrictions of record, if any.

#### 15. Amendments.

Except as provided in the Comprehensive Permit and as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least sixty-seven per cent (67%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least sixty-seven per cent (67%) of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on which any instrument of amendment is first signed by an owner of a Unit shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

(h) No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgages of record with respect to the Units.

(j) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of 60 days written notice sent to said Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via Certified Mail/Return Receipt Requested and the receipt cards have been returned evidencing actual notice to such mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts

recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

**16. Declarant's Reserved Rights to Construct and Add Units.**

The Condominium presently is comprised of five condominium Units (as more particularly described in Exhibit B hereof) and referred to as Phase 1. Without intending hereby to limit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the condominium by the addition of various Units to the condominium in multiple successive phases, with each such expansion being comprised of one or more free standing Units.

The maximum number of Units in the Condominium, if all allowable Units are added is sixteen (16). Notwithstanding anything to the contrary otherwise contained herein or as approved and allowed in the Comprehensive Permit, any modification in the allowable number of Units to more than 16 Units requires approval of 100% of the voting power of the Unit Owners. In addition, if any additional Units are proposed to be allowed by the Unit Owners, such expansion shall be subject to any applicable requirements of the City of Methuen Planning Board relating to any additional sewer and water requirements, subject to the approval of the Massachusetts Department of Environmental Protection and subject to relevant provisions of Massachusetts General Laws.

The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire ten (10) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) Future buildings, structures, improvements and installations shall be located substantially as shown on the Condominium Site Plan filed and recorded herewith.

(c) Each expansion phase following the Master Deed shall consist of at least one Unit as described on Exhibit B.

(d) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(e) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are to be added to the Condominium as part of future phases; provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed and allowed and approved in the Comprehensive Permit.

(f) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(g) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendments to this Master Deed which shall contain the following information:

(i) An amended description of any Unit(s) being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new Units and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units shall become Units in the Condominium for all purposes, including

the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

(h) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(i) It is expressly understood and agreed that no such amendments adding new phases to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as additional phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this paragraph 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each unit deed shall contain a statement that the condominium is phased and that the percentage interest may change as additional phases are added.

(l) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the



Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:

(i) Additional roads, drives, parking spaces and areas, walks and paths;

(ii) New or additional Limited Common Areas.

(iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities; and

(iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights, and easements reserved to him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement over that portion of the premises on which a Unit is located constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

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

#### **17. Definition of "Declarant".**

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to CUSTER REALTY INCORPORATED and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

#### **18. Provisions for the Protection of Mortgagees.**

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by M.G.L., Chapter 183A,

the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs(i) and (ii) above,

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A, as it may be amended from time to time.

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(ii) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(iii) inspect the books and records of the Condominium Trust at all reasonable times;

(iv) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(v) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(vi) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vii) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(viii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 18 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

#### **19. Special Amendment.**

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment (Special Amendment) to this Master Deed or the Trust at any time and from time to time which amends this Master Deed or Trust:

- a. To comply with the requirements for an over 55 community;
- b. To comply with the requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;
- c. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- d. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A; or
- e. To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other

instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

**20. Severability.**

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

**21. Provisions of Comprehensive Permit.**

It is understood that this Condominium is subject to the provisions of a Comprehensive Permit issued by the Zoning Board of Appeals of the City of Methuen dated July 28, 2004 and recorded with the Registry of Deeds at Book 9070, Page 1 as affected by Amendment recorded at Book 9673, Page 169. The Declarant reserves the right to seek further amendments to the Comprehensive Permit as required by construction and if allowed by the Zoning Board of Appeals. All units shall be subject to such further amendment.

As set forth in the Regulatory Agreement, recorded in the Registry in Book 9673, Page 170, the Comprehensive Permit is issued pursuant to MGL. C. 40B and requires that 25% of the units be designated and restricted as Affordable Units in perpetuity. The Affordable Units are set forth on Exhibit C attached hereto and all owners of the Affordable Units shall be subject to a Deed Rider which has been approved by the Zoning Board of Appeals and incorporated in the Regulatory Agreement.

A monitoring agent/agency has been designated by Declarant and the City of Methuen to ensure that the terms and conditions of the Comprehensive Permit regarding Affordable Units are satisfied and for all other purposes as may be required in order for the project to continue to qualify as low or moderate income housing within the meaning of M.G.L. c. 40B section 20-23. Declarant shall be responsible for any and all monitoring fees until such time that the initial sale of all Affordable Units in FERNHILL ESTATES Condominium has been completed. Notwithstanding the foregoing, any Affordable Unit owner selling an Affordable Unit shall pay any fees necessary for the monitoring agent/agency's review of the sales transaction, all as more particularly set forth in the Regulatory Agreement.

As required by the Comprehensive Permit, the Unit Owners Association, Fernhill Estates Condominium Trust, shall hold title to and be responsible for all roadways within FERNHILL ESTATES Condominium as shown on the Site Plan and shall, in perpetuity, plow and maintain the roadways located in the Condominium.

**22. Waiver**

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

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In WITNESS WHEREOF, Custer Realty, Incorporated has caused its corporate seal to be hereto affixed and in these presents signed by Paul Guselli, its president and Josephine Guselli, its treasurer this 10<sup>th</sup> day of May, 2006.

CUSTER REALTY INCORPORATED

Paul Guselli President  
By: Paul Guselli  
Title: President

Josephine Guselli Treasurer  
By: Josephine Guselli  
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 10<sup>th</sup> day of May, 2006 before me, the undersigned notary public, personally appeared Paul Guselli, President and Josephine Guselli, Treasurer of Custer Realty Incorporated, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they have the authority to act in that capacity.



Karen P. Ebrahimian  
Notary Public  
My Commission Expires:

**Exhibit A**

**Legal Description of Property**

That certain parcel of land situated in Methuen, Essex County, Massachusetts, on plan of land entitled "Phase I Site Plan, Fernhill Estates Condominium, Rebecca Way, Units 1, 4, 7, 11 & 16, Methuen, MA" dated May 8, 2006 and recorded herewith.

Being the same premises described in deed from Custer Realty, LLC to Custer Realty, Inc. dated January 17, 2005 and recorded with the Essex North District Registry of Deeds at Book 9449, Page 119.



## Exhibit B

To Master Deed

**Fernhill Estates Condominium**

See List of Rooms Associated with each unit type below.

Unit #	Type	AFU	% Interest *	Mailing Address
1	Torrey Pines	No	20.00%	28 Rebecca Way
4	Doral III	No	20.00%	22 Rebecca Way
7	Doral III	No	20.00%	16 Rebecca Way
11	Doral III	No	20.00%	8 Rebecca Way
16	Torrey Pines	No	20.00%	19 Rebecca Way

**Torrey Pines** - Great Room, Dining Room, Kitchen, Breakfast Area, Master Bedroom, Hall, Entry, Porch, 2-car Garage, Bedroom w. Sitting Area, and Recreation Room.

**Doral II** - Great Room, Kitchen, Breakfast Area, Master Bedroom, Hall, Entry, Porch, 2-car Garage, Bedroom, and Loft.

**Doral III** - Great Room, Kitchen/Breakfast Area, Sun Room, Master Bedroom, Hall, Entry, Porch, 2-car Garage, Bedroom, and Loft.

*\*The percentage interest will change as further units are constructed and phased in to the condominium.*

## To Master Deed

## Fernhill Estates Condominium

If all units are constructed and phased in to the condominium, the proportionate interest for each unit will be approximately as shown on this schedule.

<b>Unit #</b>	<b>Type</b>	<b>AFU</b>	<b>Approx. % Interest</b>	<b>Mailing Address</b>
1	Torrey Pines	No	7.52%	28 Rebecca Way
2	Doral II	Yes	2.43%	26 Rebecca Way
3	Doral II	No	7.52%	24 Rebecca Way
4	Doral III	No	7.52%	22 Rebecca Way
5	Doral III	No	7.52%	20 Rebecca Way
6	Doral III	No	7.52%	18 Rebecca Way
7	Doral III	No	7.52%	16 Rebecca Way
8	Doral III	No	7.52%	14 Rebecca Way
9	Doral II	Yes	2.43%	12 Rebecca Way
10	Doral III	No	7.52%	10 Rebecca Way
11	Doral III	No	7.52%	8 Rebecca Way
12	Doral III	No	7.52%	6 Rebecca Way
13	Doral II	No	7.52%	4 Rebecca Way
14	Torrey Pines	Yes	2.43%	2 Rebecca Way
15	Torrey Pines	Yes	2.43%	5 Rebecca Way
16	Torrey Pines	No	7.52%	19 Rebecca Way

**Exhibit C**

**Roster of Affordable Units**

**FERNHILL ESTATES CONDOMINIUM  
METHUEN, MA**

<b><u>Unit</u></b>	<b><u>Address</u></b>
<b>Unit #2</b>	<b>Lot 2, 26 Rebecca Way</b>
<b>Unit #9</b>	<b>Lot 9, 12 Rebecca Way</b>
<b>Unit #14</b>	<b>Lot 14, 2 Rebecca Way</b>
<b>Unit #15</b>	<b>Lot 15, 5 Rebecca Way</b>