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**MASTER DEED OF  
BALLARDVALE CROSSING CONDOMINIUM**

BALLARDVALE CROSSING, LLC, a Massachusetts limited liability company organized under law, and registered to conduct business in the Commonwealth of Massachusetts and with its principal place of business at 4 Eric Drive, Billerica, MA 01825 (hereinafter referred to as "Declarant") being the sole owner of certain property situated in Andover, 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: BALLARDVALE CROSSING CONDOMINIUM.

**3. Description of Land.**

The Premises which constitute the Condominium comprise the land situated at 12-18 Dale Street in the Town of Andover, Essex County, Massachusetts, consisting of approximately 5.7 acres of land as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

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 initial phase of the condominium contains one building known as Building One located as shown on the Site Plan. Building One is a two-and-a-half-story brick building on a

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LAW OFFICE OF MARK B. JOHNSON  
12 Chestnut St.  
Andover, MA 01810

Box 7

slab foundation with the first floor containing EUA garages and unit living areas and the second floor containing unit living areas. The attic is unfinished, unoccupied, common area.

"Home" or "Homes" - As used herein is equivalent to the term "Unit" or "Units".

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

(a) The initial phase of the Condominium consists of one building (Building One) containing four units (Units 1, 2, 3 and 4). The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith (hereinafter referred to as the "Plans").

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

(b) The Condominium, if and when fully constructed, will consist of up to 68 townhouse units in up to 10 buildings. 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 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 the percentage interest which may be attributable to each unit in the event all the units possible are constructed and phased into the condominium. 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.

(c) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof shall be measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from the upper surface of the concrete slab or sub-floor forming the floor of the Unit up to the exterior surface of the sheetrock or other material forming the ceiling of top floor of the Unit. Doors, windows, and interior walls which abut a Unit are part of the Unit.

All storm and screen windows and 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 addition, change, replacement or repair of any of the above items without the prior written approval of the Board, except that window glass may be replaced with the same type of glass as previously installed without prior approval of the Board. Storm doors, if any, must be full glass/screen doors.

(d) Each Unit excludes the fire wall/party wall between units, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(e) 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.

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(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 parts of all buildings 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:

1. The land on which each of the Buildings is erected and all other land and improvements therein within the boundaries of the Property;
2. All foundations, columns, girders, beams and supports;
3. All exterior walls of the Buildings;
4. Roofs, halls, corridors, stairs, stairways and entrances to and exits from the Buildings;
5. All utility or other pipes, ducts, wires, chutes, cables, conduits and materials located outside of the Homes and all other mechanical equipment spaces;
6. All tanks, pumps, motors, fans, compressors and control equipment;
7. All parking spaces; and
8. All other parts of the Condominium and all apparatus and installations existing in the Buildings or on the Condominium for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.
9. In general, any and all apparatus, equipment and installations existing for common use
10. 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 one or more Units as hereinafter described:

The following are detailed descriptions of the Limited Common Elements: The Garage Area attributable to each unit, the driveway area immediately in front of the Garage Area attributable to each unit (which may be designated a parking space in some instances); the steps and/or stoop leading exclusively to the entrance of any one unit; decks and/or porches leading exclusively to the entrance of any one unit; parking spaces relative to which a unit is granted exclusive use in the unit deed which are not necessarily located immediately adjacent to the unit's garage area; and attic area accessible exclusively through a single unit.

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.

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).

#### **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.

In the event all Units approved by the Special Permit pursuant to which the Condominium is developed are constructed and phased in, the estimated percentage interest attributable to each unit will not be less than that shown on Exhibit B-1.

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

The purposes for which the building and the Units are intended to be used are as follows:

- (a) The Home and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance and shall be used only for residential dwelling purposes.
- (b) No alteration, addition or change to any part of the Common Elements may be made and no structure or other improvement (including landscaping and gardening)

may be built or placed on any portion of the Common Elements or Limited Common Elements without the written consent of the Board. The provisions of this paragraph shall not apply to Declarant.

(c) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Home, or any Limited Common Element, without the prior written approval of the Board. The Board of Directors of the Association shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Home within sixty (60) days after such request is received, and failure to do so within the stipulated time shall constitute an approval by the Board of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Home or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Board an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Board chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the alterations, additions or improvements.

Any application to any department of the Town of Andover or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Home shall be completed by the Unit Owner and executed by the Board only, without however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Homes owned by the Declarant or its designee until such Homes shall have been initially conveyed by the Declarant or such designee.

(d) Any interior alterations or improvements made to a Home shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(e) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Homes or color of the Homes shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Unit Owner complies with requirements of the Architectural Control provisions contained in the By-Laws. This provision shall not apply

- to any of the foregoing that were originally installed or constructed by Declarant except for subsequent changes, alterations or additions contemplated by the Unit Owner.
- (f) Any Unit Owner who mortgages their Home shall notify the Board providing the name and address of the mortgagee.
- (g) The Board shall, at the request of the mortgagee of the Home, report any unpaid Common Charges due from the Unit Owner of such Home.
- (h) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- (i) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (j) Regulations promulgated by the Board concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.
- (k) The Common Charges shall be paid when due.
- (l) Occupancy of the Homes shall be restricted to Residential Occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community and in compliance with the terms and conditions of the Comprehensive Permit pursuant to which the Condominium is being developed and constructed which Permit is recorded with the Essex North District Registry of Deeds at Book 7369, Page 121, as affected by Order recorded on March 12, 2004 as instrument number 10241.
- (m) No Unit Owner may alter the landscaping - which includes maintaining a garden - on the Common Elements.
- (n) No enclosure, awning, screen, screen door, storm 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 building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building without the written approval of the Board. Notwithstanding the foregoing, the Declarant shall have the right to erect or place upon a building a sign, banner or other device.
- (o) 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.

(p) 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.

(q) Leasing Restrictions: All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the 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. 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:

BALLARDVALE CROSSING CONDOMINIUM 4 Eric Drive,  
Billerica, MA 01825 or at such other address as directed  
by the Association.

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 Ballardvale Crossing Condominium for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

- (r) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.
- (s) 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.
- (t) No more than one (1) common domestic pet weighing a maximum of twenty (20) pounds 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 reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Board shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only Unit Owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any unit. Provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board. All dogs, cats, and other pets must be leashed and shall not be permitted to run loose. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.
- (u) 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 Board.

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, provided however, that nothing herein shall be construed to allow the relocation or removal of a building after the first unit in that building has been conveyed to a third party. 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 BALLARDVALE CROSSING 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:

BALLARDVALE CROSSING, LLC

The mailing address of the Trust is 4 Eric Drive, Billerica, MA 01825.

The Condominium Trustees have enacted the 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 April of each year (Trust 5.14.2), or within sixty days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date.

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

## **13. Easements**

The Board shall have a right of access to each Home for maintenance, repair or improvements to any pipes, wires, conduits and public utility lines located in any Home and servicing any other Home. The cost of such repairs shall be a Common Expense. The Board shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as

the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Home for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Home or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Home for its permitted purposes by its owner, tenants or occupants. The obligation to maintain, repair and replace the Common Elements of the Condominium shall be the responsibility of the Board as more fully described in the Declaration of Trust and By-Laws.

As a result of the above obligations and responsibilities, the Board or any of its agents, employees or contractors shall have a right of access through, under, over and across the Common Elements and the Homes for the purpose of performing any of its obligations as provided for in a certain Declaration of Trust and By-Laws of the Association.

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 Board, 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 Building 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. Commencing with the transfer of the first unit in a building, the Declarant shall be liable for the full fees for the remaining units in the building until the time of their transfer.

## 15. Amendments.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, as may be limited by the Comprehensive Permit recorded at Book 7369, Page 121, the Order recorded March 12, 2004 as instrument number 10241, 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 fifty per cent (50%) 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 fifty per cent (50%) 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 mortgagees 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.**

Without intending hereby to delimit 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 addition of various buildings and units to the Condominium in multiple successive phases, with each such expansion being comprised of condominium units.

The maximum number of Units in the Condominium, if all allowable buildings and units are added, is 68 Units. Notwithstanding anything to the contrary otherwise contained herein, any modification in the allowable number of units to more than 68 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 requirements of the Town of Andover 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 seven (7) 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 all be in compliance with the Comprehensive Permit recorded at Book7369, Page 121 as affected by Order recorded on March 12, 2004 as instrument number 10241.

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

(d) 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.

(e) 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.

(f) 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 building 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 buildings 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 in such buildings 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.

(g) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the buildings containing 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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 are or shall be located the buildings constituting that Phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

Ownership of each building, together with the residential units forming part thereof and 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. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.**

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

**18. 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 BALLARDVALE CROSSING, LLC and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

**19. 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 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 a reviewed or audited 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 19 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.

## **20. 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 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;
- b. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;
- c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A or the Comprehensive Permit recorded at Book 7369, Page 121 as affected by Order recorded on March 12, 2004 as instrument number 10241; or
- d. 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.

## **21. 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.

**22. Provisions of Permitting Documents.**

It is understood that this Condominium is subject to the provisions of a Comprehensive Permit issued by the Zoning Board of Appeals of the Town of Andover dated October 12, 2001, as amended by the Decision of the Board of Appeals under Zoning By-laws town of Andover, Massachusetts on Remand from the Housing Appeals Committee of the Massachusetts Department of Housing and Community Development for a Comprehensive Permit by Ballardvale Crossing, LLC dated August 28, 2002 and recorded at the Essex North District Registry of Deeds at Book 7369, Page 121, as affected by Order recorded on March 12, 2004 as instrument number 10241, as well as the terms, conditions and limitations outlined in the Regulatory Agreement dated April 20, 2004 and recorded herewith and prior hereto. 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.

The Comprehensive Permit is issued pursuant to MGL. C. 40B and requires that 25% of the units be designated as affordable units in perpetuity. The Affordable units are designated on Exhibit B-1 in the Unit Type column with an "A" following the unit type designation, and all owners of the affordable units shall be subject to a deed rider to be attached to their unit deed and which has been approved by the Town of Andover, a copy of which is attached to the Regulatory Agreement.

**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.

In Witness whereof BALLARDVALE CROSSING, LLC has caused its corporate seal to be hereto affixed and in these presents signed by Gary Patch, its Manager, this 21<sup>st</sup> day of April, 2004.

BALLARDVALE CROSSING , LLC

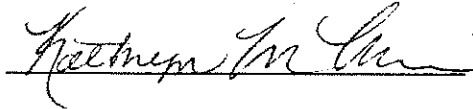


By: Gary Patch, Manager  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 21st day of April, 2004, before me, the undersigned notary public, personally appeared Gary Patch, Manager of Ballardvale Crossing, LLC, proved to me through satisfactory evidence of identification, which was he is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purposes in his capacity as Manager of Ballardvale Crossing, LLC, and that he had the authority to sign in such capacity,



Notary Public  
My Commission Expires

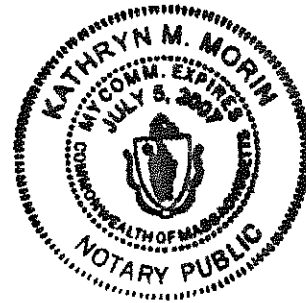


EXHIBIT "A"PARCEL ONE

(Registered and Unregistered Land)

A certain parcel of registered and unregistered land, together with the buildings and structures now or hereafter erected thereon, situated in Andover, Essex County, Massachusetts, shown as Lot "A" on a plan entitled "Plan of Land in Andover, Mass. drawn for James Feinberg," dated August, 1986, revised November, 1986, by Merrimack Engineering Services, and recorded with the Essex North Registry of Deeds on July 24, 1987, as Plan No. 10792, bounded and described as follows according to said plan:

Beginning at a point on the Westerly side of Dale Street, at land now or formerly of Webb, thence running

- N 74° - 54' - 48" W 118.97' along said land of Webb, to a Point; thence
- S 15° - 13' - 28" W 37.38' along said land of Webb, to a point at land now or formerly of Carroll; thence
- N 74° - 46' - 32" W 124.97' along said land of Carroll, to a stone bound at land now or formerly of Mass. Bay Transit Authority; thence
- N 07° - 37' - 32" W 75.79' along said land of Mass. Bay Transit Authority, to a point; thence
- N 37° - 37' - 32" W 40.0' along said land of Mass. Bay Transit Authority, to a point; thence
- N 07° - 37' - 32" W 32.71' along said land of Mass. Bay Transit Authority, to a point; thence
- S 82° - 22' - 28" W 1.45' along said land of Mass. Bay Transit Authority, to a point; thence
- N 07° - 37' - 32" E 28.55' along said land of Mass. Bay Transit Authority, to a point; thence
- N 82° - 22' - 28" E 1.45' along said land of Mass. Bay Transit Authority, to a point; thence
- N 07° - 37' - 32" E 280.14' along said land of Mass. Bay Transit Authority, to a stone bound with a Land Court Disk; thence
- S 84° - 40' - 28" W 40.03' along said land of Mass. Bay Transit Authority, to a point at land now or formerly of B & M Railroad; thence
- N 07° - 37' - 32" W 225.01' along said land of B & M Railroad, to a point at land now or formerly of Andover Village Improvement Society; thence

N 83° - 24' - 37" E 449.67' along said land of Andover Village Improvement Society to a point at land now or formerly of Town of Andover Sewer Commission; thence

S 08° - 19' - 07" W 126.85' along said land of Town of Andover Sewer Commission, to a point at land now or formerly of Fyler; thence

S 09° - 57' - 50" W 119.88' along said land of Fyler, to a point at land now or formerly of Becker; thence

S 15° - 13' - 28" W 257.00' along said land of Becker, and land now or formerly of Minkinen and Madden, to a point at Lot "B" on said plan; thence

N 74° - 46' - 24" W 48.23' along said Lot "B", to a point; thence

S 15° - 31' - 13" W 194.44' along said Lot "B," to a point; thence

S 74° - 54' - 48" E 173.62' along said Lot "B", to a point at the Westerly sideline of Dale Street; thence

35.43' along the Westerly sideline of Dale Street, to the point of beginning.

Said Lot "A" contains a total of 202,627 square feet according to said plan.

Included within said Lot "A" is a parcel of registered land shown as Lot 3 on a plan entitled, "Plan of Land in Andover, Massachusetts, being a subdivision of Lot 2 shown on Land Court Plan # 5017C, 1" = 40', June 10, 1987, Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts," filed with the Essex North Registry District of the Land Court, and bounded and described as follows according to said plan:

Beginning at a point at land now or formerly of Carroll and Webb, 300.00' distant from a stone bound, being a point on the Northerly side of Andover Street, thence running

N 74° - 46' - 32" W 124.97' along said land of Carroll, to a stone bound at land now or formerly of Mass. Bay Transit Authority; thence

N 07° - 37' - 32" W 75.79' along said land of Mass. Bay Transit Authority; to a point, thence

N 37° - 37' - 32" W 40.00' along said land of Mass. Bay Transit Authority, to a point; thence

N 07° - 37' - 32" W 32.71' along said land of Mass. Bay Transit Authority, to a point; thence

S 82° - 22' - 28" W 1.45' along said land of Mass. Bay Transit Authority, to a point; thence



- N 07° - 37' - 32" E 28.55' along said land of Mass. Bay Transit Authority, to a point; thence
- N 82° - 22' - 28" E 1.45' along said land of Mass. Bay Transit Authority, to a point; thence
- N 07° - 37' - 32" E 280.14' along said land of Mass. Bay Transit Authority, to a stone bound with a Land Court Disk; thence
- N 84° - 40' - 28" E 307.47' along land now or formerly of Feinberg, to a stone bound with a Land Court Disk; thence
- S 51' - 50' - 12" E 19.50' along said land of Feinberg, to a Point; thence
- S 72° - 31' - 32" E 13.00' along said land of Feinberg, to a point at other land now or formerly of Feinberg; thence
- S 15° - 13' - 28" W 241.73' along said last named land of Feinberg and land now or formerly of Minkkinen and Madden, to a point at other land now or formerly of Feinberg; thence
- N 74° - 46' - 24" W 48.23' along said last named land of Feinberg, to a point; thence
- S 15° - 31' - 13" W 194.44' along said last named land of Feinberg, to a point; thence
- S 74° - 54' - 48" E 49.23' along said last named land of Feinberg, to a point at other land now or formerly of Feinberg; thence
- S 15° - 13' - 28" W 72.38' along said last named land of Feinberg and said land of Webb, to the point of beginning.

Said Lot 3 contains 102,607 square feet of land area according to said plan, registered as Plan # 5017D.

All of the boundaries of said Lot 3 on Plan No. 5017D are determined by the Court to be located as shown on Plan No. 5017D, Page 85, drawn by Merrimack Engineering Services, Surveyors, dated June 10, 1987, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 10419, Book 75, Page 81.

Parcel One is conveyed subject to and with the benefits of all rights, easements, restrictions and other matters of record to the extent now in force and applicable.

For Title Reference see: Deed of Hearthstone Realty, LLC recorded with said Deeds and registered with Essex North Registry of Deeds of the Land Court prior hereto.

**PARCEL TWO**

(Registered and Unregistered Land)

A certain parcel of registered and unregistered land with the buildings thereon situated in Andover, Essex County, Massachusetts, shown as Lot "B" on a plan entitled "Plan of Land in Andover, Mass. drawn for James Feinberg" dated August, 1986, revised November, 1986, by Merrimack Engineering Services, and recorded with the Essex North Registry of Deeds on July 24, 1987, as Plan No. 10792.

Said Lot "B" contains a total of 35,834 square feet according to said Plan No. 10792, and referenced may had to said Plan No. 10792 for more a more particular description of said Lot "B".

Included within said Lot "B" is a parcel of registered land shown as Lot 4 on a plan entitled, "Plan of Land in Andover, Massachusetts, being a subdivision of Lot 2 shown on Land Court Plan #5017C, 1"-40', June 10, 1987, Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts," filed with the Essex North Registry District of the Land Court as Plan No. 5017D.

All of the boundaries of said Lot 4 on Plan No. 5017D are determined by the Court to be located as shown on Plan No. 5017D, Page 85, drawn by Merrimack Engineering Services, Surveyors, dated June 10, 1987, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 10419, Book 75, Page 81.

Parcel Two is conveyed subject to and with the benefits of all rights, easements, restrictions and other matters of record to the extent now in force and applicable.

For Title Reference see: Deed of Hearthstone Realty, LLC recorded with said Deeds and registered with Essex North Registry of Deeds of the Land Court prior hereto.

**PARCEL THREE**

(Unregistered Land)

That certain parcel of land, with the buildings thereon situated on the westerly side of Dale Street in Andover, Essex County, Massachusetts being shown as Lot C1 on a plan of land entitled "Plan and Profile Dale Street, Geo. W. French, Jr., Owner, Dana F. Perkins, C.E., Reading, Mass., June, 1947" recorded with the North District of Essex Registry of Deeds as Plan No. 2023. Containing 10,469 square feet of land according to said plan. Reference is made to said plan for a more detailed description of the premises.

Parcel Three is conveyed subject to and with the benefits of all rights, easements, restrictions and other matters of record to the extent now in force and applicable

For Title Reference see: Deed of Hearthstone Realty, LLC recorded with said Deeds on March 12, 2004 as instrument number 10255 and registered with Essex North Registry of Deeds of the Land Court on March 12, 2004 as Document Number 85971.

The premises herein described are subject to the following matters:

1. 20' Right of Way created by deed dated September 21, 1959, recorded at Book 901, Page 225 and as shown on plan recorded as Plan No. 10792.
2. Easement to Merrimack - Essex Electric Company dated January 25, 1962, recorded at Book 954, Page 248.
3. Variance, notice of which is dated September 10, 1962 and recorded at Book 967, Page 211.
4. Variance, notice of which is dated August 30, 1963 and recorded at Book 992, Page 398.
5. Matters shown on plan of locus entitled "Plan of Land in Andover, Mass. drawn for James Feinberg" dated August 1986, revised November 1986, recorded as Plan No. 10792 including, without limitation, the 20' Right of Way, the location of existing buildings, and the registered land/recorded land delineations as shown thereon.
6. Title to and rights of others into such much as the premises as may be deemed to lie within the bounds of Dale Street as shown on Plan 10792.
7. Rights of others in and to that portion of the premises lying within the old line of Dale Street as depicted on Plan No. 2023.
8. Matters shown on plan of locus recorded as Plan No. 1743.
9. Matters shown on plan of locus recorded as Plan No. 2023.
10. Matters shown on plan of locus recorded as Plan No. 718.
11. Easements, restrictions and reservations contained in deed from George W. French, Jr. to P.W. Moody Company, dated October 19, 1946, recorded at Book 691, Page 41.
12. Easements reserved and granted in deed of Northeastern Scale Models, Incorporated to P.W. Moody Co., dated July 31, 1962, recorded at Book 964, Page 94.
13. Comprehensive Permit issued to Ballardvale Crossing, LLC by the Town of Andover Zoning Board of Appeals dated August 28, 2002 and recorded at Book

7369, Page 121, as affected by Order recorded on March 12, 2004 as instrument number 10241.

14. Easement given by Hearthstone Realty LLC to Verizon New England, Inc. dated April 8, 2003 and recorded at Book 7695, Page 351.
15. Easement given by Hearthstone Realty LLC to Massachusetts Electric Company dated May 16, 2003 and recorded at Book 7928, Page 122.
16. Order of Conditions by the Andover Conservation Commission (File No. 90-814) dated June 18, 2002 recorded at Book 6924, Page 226.

(Registered Land)

19. Easement to Lawrence Gas and Electric Company dated July 27, 1944, filed as Document No. 8311.
20. 20' Right of Way granted to the Andover Village Improvement Society, dated September 21, 1959, filed as Document No. 15172.
21. Easements reserved and granted in deed dated July 31, 1962, filed as Document No. 16647.
22. Rights arising under Agreement of Whipple File Manufacturing Company and the Ballard Vale Company, dated July 10, 1865, recorded with the Essex South Registry of Deeds at Book 695, Page 133.
23. Matters shown on plans of locus, including rights of way, easements, restrictions and conditions said Plans being filed as Land Court Plans No. 5017A, 5017B, 5017C and 5017D.
24. Easement given to Verizon New England Inc. dated April 8, 2003 and filed as Document No. 82642 and noted on Certificate of Title No. 13722, Book 107, Page 397.
25. Easement given to Massachusetts Electric Company dated May 16, 2003 and filed as Document No. 82973 with Certificate No. 13722, Book 107, Page 397 and Certificate No. 13723, Book 108, Page 1.
26. Order of Conditions by the Andover Conservation Commission (File No., 90-814) dated June 18, 2002, filed as Document Number 78701.

**(Both Registered and Recorded)**

27. Matters shown on Surveyor's Plan entitled: Map 138, Parcels 9B, 13 & 15 Existing Conditions Plan Ballardvale Crossing Dale Street, Andover, Massachusetts, Prepared by Cuoco & Cormier Engineering Associates, Inc., Prepared for Hearthstone Realty Corporation, 1215 Main Street, #124,

Tewksbury, MA 01876, Scale 1" = 40', dated August 30, 2001. and referred to in Surveyor's Affidavit and Report by Richard E. Cuoco dated March 2, 2004, including the following:

- a. Drain Line over Northwesterly corner of Map 138, Parcel 9B
  - b. 20' Wide Easement along the westerly boundary of Map 138, Parcel 9B
  - c. Possible Encroachment of 6" , 4' High Bollards on Westerly bound of Map 138, Parcel 9B
  - d. Possible Encroachment of 6' High Stockade Fence along Easterly bound of Mp 138, Parcel 9B
  - e. Gas Lines and Gas Meter on Existing Brick Building shown at M 138, P 13
  - f. Possible Encroachment of Existing 6' High Chain Link Fence shown on M 138, P 13 and land now or formerly of Marguerite R. Burke, 6 Dale Street
  - g. Rights of others in and to portions of former Dale Street as shown at the S.E. corner of the premises.
  - h. Water Line located in portion of form Dale Street at Southeast corner of M 138, P 13.
  - i. Outer Riparian Zone of Shawsheen River as shown on M 138, P 13 and Map 139 Parcel 9B.
  - j. Existing Massachusetts Electric Company Utility Poles and overhead wires.
28. Mortgage to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10258 and filed with the Land Court as Document Number 85974.
  29. Assignment of Leases and Rents to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10259 and filed with the Land Court as Document Number 85975.
  30. Collateral Assignment of Contracts, Licenses, and Permits to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10260, and filed with the Land Court as Document Number 85976.
  31. Mortgage to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10261 and filed with the Land Court as Document Number 85977.
  32. Assignment of Leases and Rents to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10262 and filed with the Land Court as Document Number 85978.
  33. Collateral Assignment of Contracts, Licenses, and Permits to First Federal Savings Bank of America dated March 12, 2004 and recorded on March 12, 2004 as instrument number 10263, and filed with the Land Court as Document Number 85979.

Ballardvale Crossing Condominium  
Exhibit B  
Schedule of Percentage Interest

Building	Unit #	Unit Designation for Post Office Address	Approx Sq Footage	% Interest
1	1	Unit 1-A	1,503	25.00%
1	2	Unit 1-B	1,546	25.00%
1	3	Unit 1-C	1,546	25.00%
1	4	Unit 1-D	1,503	25.00%
				100.00%

EXHIBIT B TO MASTER DEED  
OF  
BALLARDVALE CROSSING CONDOMINIUM

(Continued)

Unit 1 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 2 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 3 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 4 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Exhibit B-1 to Master Deed  
of  
Ballardvale Crossing Condominium

Building	Unit #	Unit Designation for Post Office Address	% Interest
1	1	Unit 1-A	1.76%
1	2	Unit 1-B	1.76%
1	3	Unit 1-C	1.76%
1	4	Unit 1-D	1.76%
2	1	Unit 2-A	1.76%
2	2	Unit 2-B	1.76%
2	3	Unit 2-C	1.76%
2	4	Unit 2-D	1.76%
2	5	Unit 2-E	1.76%
2	6	Unit 2-F	1.76%
3	1	Unit 3-A	0.89%
3	2	Unit 3-B	1.79%
3	3	Unit 3-C	1.89%
3	4	Unit 3-D	0.89%
3	5	Unit 3-E	0.89%
3	6	Unit 3-F	0.80%
3	7	Unit 3-G	0.89%
3	8	Unit 3-H	1.89%
4	1	Unit 4-A	1.79%
4	2	Unit 4-B	0.89%
4	3	Unit 4-C	0.89%
4	4	Unit 4-D	1.73%
4	5	Unit 4-E	0.89%
4	6	Unit 4-F	1.89%
4	7	Unit 4-G	1.73%
4	8	Unit 4-H	1.73%
4	9	Unit 4-I	0.89%
5	1	Unit 5-A	0.89%
5	2	Unit 5-B	1.79%
5	3	Unit 5-C	0.89%
5	4	Unit 5-D	1.73%
5	5	Unit 5-E	1.73%
5	6	Unit 5-F	0.89%
6	1	Unit 6-A	1.79%
6	2	Unit 6-B	1.79%
6	3	Unit 6-C	1.79%



Building	Unit #	Unit Designation for Post Office Address	% Interest
6	6	Unit 6-F	1.89%
6	7	Unit 6-G	0.80%
6	8	Unit 6-H	1.73%
6	9	Unit 6-I	1.89%
7	1	Unit 7-A	1.79%
7	2	Unit 7-B	1.79%
7	3	Unit 7-C	1.89%
7	4	Unit 7-D	0.89%
7	5	Unit 7-E	0.89%
7	6	Unit 7-F	1.89%
8	1	Unit 8-A	1.79%
8	2	Unit 8-B	0.89%
8	3	Unit 8-C	1.79%
8	4	Unit 8-D	1.73%
8	5	Unit 8-E	0.89%
8	6	Unit 8-F	1.89%
8	7	Unit 8-G	0.80%
8	8	Unit 8-H	1.73%
8	9	Unit 8-I	1.89%
9	1	Unit 9-A	1.79%
9	2	Unit 9-B	1.79%
9	3	Unit 9-C	1.89%
9	4	Unit 9-D	0.80%
9	5	Unit 9-E	1.73%
9	6	Unit 9-F	1.89%
10	1	Unit 10-A	1.89%
10	2	Unit 10-B	1.79%
10	3	Unit 10-C	1.73%
10	4	Unit 10-D	0.80%
10	5	Unit 10-E	1.89%
			100.00%

Ballardvale Crossing Condominium  
Exhibit B  
Schedule of Percentage Interest

Building	Unit #	Unit Designation for Post Office Address	Approx Sq Footage	% Interest
1	1	Unit 1-A	1,503	11.63%
1	2	Unit 1-B	1,546	11.63%
1	3	Unit 1-C	1,546	11.63%
1	4	Unit 1-D	1,503	11.63%
10	1	Unit 10-A	1,786	12.48%
10	2	Unit 10-B	1,869	11.80%
10	3	Unit 10-C	2,415	11.46%
10	4	Unit 10-D	1,608	5.26%
10	5	Unit 10-E	1,646	12.48%
				100.00%

EXHIBIT B TO MASTER DEED  
OF  
BALLARDVALE CROSSING CONDOMINIUM  
(Continued)

Unit 1 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 2 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 3 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 4 in Building 1 consists of two stories and contains a Living Room, Dining Room, Kitchen, Foyer and Bathroom on the first floor and two (2) Bedrooms, a Master Bedroom and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA) and Dale Street, as well as common area steps and attic space. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 1 in Building 10 consists of one story (first floor) and contains a Living Room, Dining Room, Kitchen, Foyer, three (3) Bedrooms and two (2) Bathrooms.

The Unit has immediate access to a Garage Exclusive Use Area (EUA), as well as common area steps and patio area. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 2 in Building 10 consists of two stories (first and second floor) and contains a Living Room, Dining Room, Kitchen, Foyer, Bedroom and Bathroom on the first floor and two (2) Bedrooms and a Bathroom on the second floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA), as well as common area steps and Patio Area. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 3 in Building 10 consists of two stories (second and third floor) and contains a Living Room, Dining Room, Kitchen, Bedroom, a half-Bathroom and a Bathroom on the second floor and two (2) Bedrooms and a Bathroom on the third floor. The Unit has immediate access to a Garage Exclusive Use Area (EUA), as well as common area hallways and stairs. The Unit has the benefit of the Garage EUA to which it has immediate access and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 4 in Building 10 consists of two stories (second and third floor) and contains a Living Room, Dining Room, Kitchen, Foyer and a half-Bathroom on the second floor, and two (2) Bedrooms and a Bathroom on the third floor. The Unit has immediate access to common area hallways and stairs which lead to a Garage Exclusive Use Area (EUA). The Unit has the benefit of the Garage EUA designated for Unit 4 and to an exterior EUA Parking Area immediately adjacent to the Garage and identified on the Site Plan as appurtenant to this unit.

Unit 5 in Building 10 consists of two stories (second and third floor) and contains a Living Room, Dining Room, Kitchen, Foyer and a half-Bathroom on the second floor, and two (2) Bedrooms and a Bathroom on the third floor. The Unit has immediate access to common area hallways and stairs which lead to a Garage Exclusive Use Area (EUA). The Unit has the benefit of the Garage EUA designated for Unit 5 and to an exterior EUA Parking Area identified on the Site Plan as appurtenant to this unit.

Facilities and other descriptive specifications of the Units being added to the Condominium and further setting forth the new percentage ownership interest for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with the provisions of said Master Deed for the determination of percentage interest. The Building Ten Floor Plans referenced above and depicting the Units contained in said Phase showing the layout, location, unit numbers and dimensions of the new Units and bearing the verified statement required under section 8(f) of said Chapter 183A certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built, all as required by the applicable provisions of Massachusetts General Laws, Chapter 183A is also recorded herewith.

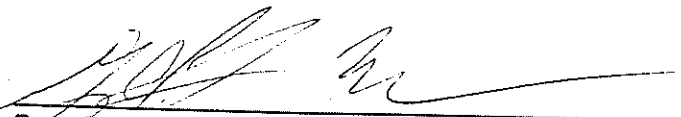
The Buildings are constructed of the same materials as the Building in the previous phase and the additional Units show no variations in the boundaries of such Units from those boundaries set forth in said Master Deed. Moreover, there are no variations in the General Common Areas and Facilities and Limited Common Areas and Facilities or Exclusive Use Areas as defined in the applicable provisions of said Master Deed.

Except to the extent as herein modified, all of the provisions of said Master Deed shall remain unchanged and in full force and effect.

The Units hereby added to the Condominium are subject to and have the benefit of all easements, restrictions, conditions, rights and reservations referred to or set forth in said Master Deed and the Declaration of Trust recorded therewith and all other documents of record.

In Witness whereof BALLARDVALE CROSSING, LLC has caused its corporate seal to be hereto affixed and in these presents signed by Gary Patch, its Manager, this 4th day of May, 2004.

BALLARDVALE CROSSING , LLC



By: Gary A. Patch, Manager  
Duly authorized

See Plan No 14749

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FIRST PHASING AMENDMENT TO MASTER DEED  
OF BALLARDVALE CROSSING CONDOMINIUM  
(Adding Phase 2)

WHEREAS Ballardvale Crossing, LLC, a Massachusetts limited liability company with a principal office address of 4 Eric Drive, Billerica, MA, (hereinafter referred to as "Ballardvale") is the holder of Development Rights pursuant to Master Deed dated April 21, 2004, (the "Master Deed") and recorded with the Essex North District Registry of Deeds on April 22, 2004 as instrument number 16345 at Book \_\_\_\_\_, Page \_\_\_\_\_ which rights allow Ballardvale to add Units to the Ballardvale Crossing Condominium, on land located at 12-18 Dale Street, Andover, Essex County, Massachusetts said land having been submitted to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A, (See Notice of Withdrawal from Land Court document No. 86456 filed on May 3, 2004); and

WHEREAS, Paragraph 16 of said Master Deed set forth the manner in which said Master Deed may be amended to add additional units to Ballardvale Crossing Condominium;

NOW, THEREFORE, Ballardvale does hereby amend said Master Deed of said Condominium in accordance with the applicable provisions of said Master Deed by submitting to the provisions of Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, and any and all of the provisions and conditions referred to in said Master Deed as amended, the following units located on off Dale Street in said Andover:

Building 10 containing  
Units 1, 2, 3, 4 and 5  
which building contains 3 stories

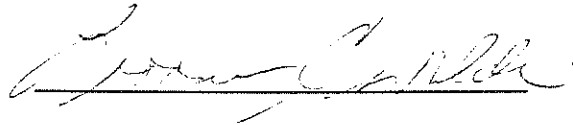
Said Building 10 and the units located therein comprising Phase 2 are shown on plan entitled "Condominium Phase 2 Plan, Ballardvale Crossing Condominium, Dale Street, Andover, Massachusetts" Prepared by: Cuoco & Cormier Engineering Associates, Inc., Prepared for: Ballardvale Crossing, LLC, Scale 1"=40', dated April 27, 2004 and on the building plan for Building 10 entitled "Ballardvale Crossing Condominium Building Ten" prepared by Maugele Architects, Inc., prepared for Ballardvale Crossing, LLC, dated April 21, 2004, both of which plans are filed and recorded with said Registry of Deeds herewith, and which show the new buildings and units being added to the Condominium; and

Attached hereto is an amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 4<sup>th</sup> day of May, 2004, before me, the undersigned notary public, personally appeared Gary A. Patch, Manager of Ballardvale Crossing, LLC, proved to me through satisfactory evidence of identification, which was he is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purposes in his capacity as Manager of Ballardvale Crossing, LLC, and that he had the authority to sign in such capacity,



Notary Public  
My Commission Expires:

