

33

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Blk: 27557 Pg: 93 Page: 1 of 33
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**MASTER DEED
OF
BELLA WOODS CONDOMINIUM**

Bella Woods LLC, a Massachusetts Limited Liability Company with a principal place of business at 1018 Livingston Street, Tewksbury, Massachusetts 01876 (hereinafter referred to as "the Declarant"), being the sole owner of the land together with the buildings thereon, located off East Street, Tewksbury, Middlesex County, Massachusetts, and being more particularly described in Sections 2 and 3 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings, improvements and structures erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter called the "Premises"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended (the "Act") and does hereby state that said Declarant proposes to create, and does hereby create, with respect to the Premises, a condominium (the "Condominium") to be governed by and subject to the provisions of the Act, and to that end, Declarant declares and provides the following:

1. **Name.** The name of the Condominium shall be the "**Bella Woods Condominium**".
2. **Description of Land.** The Premises which constitute the Condominium consists of the land together with the buildings and all improvements and structures thereon, located off East Street, Tewksbury, Middlesex County, Massachusetts, as shown on a plan entitled "**Overall Phasing Plan - Bella Woods, 842 East Street, Tewksbury, MA,**" (Sheet No. 1) and three subsidiary Phasing Plans (Sheet No. 2, 3, and 4) prepared for: **Bella Woods, LLC, dated July 29, 2013 by Cuoco & Cormier Engineering Associates, Inc. and recorded herewith (the "Phasing Plan")**. The land portion of the Condominium (the "Condominium Land") is more particularly bounded and described in **Exhibit A** annexed hereto and incorporated herein by reference.

The Declarant plans to develop the Condominium as a phased condominium, each phase of which shall include one or more buildings as described below, each containing one or more units or one or more common facilities or elements or combinations thereof (hereinafter, "Phase" or "Phases"). Section 9 hereof sets forth the Declarant's reserved easements and rights to add Buildings, Units, and Phases (as such terms are defined below) to the Condominium, and the procedure whereby the Declarant may amend this Master Deed to so add Phases to the Condominium. The Condominium shall initially be composed of only Phases 49 and 50, comprised of Units 1 and 10 as described in Sections 3 and 4 below. The Declarant's intention is to add additional Phases, each of which shall consist of one or more buildings.

3. **Description of Building(s).** The Condominium is presently comprised of two buildings (the "Building(s)") containing a total of two (2) units (the "Unit(s)"). The Buildings have been constructed on the Condominium Land in the area shown as Phase 49 and Phase 50 on the Phasing Plan. The Buildings and their construction are more particularly described in **Exhibit B** annexed hereto and incorporated herein by reference.

The Buildings in Phase 49 and Phase 50, as well as Buildings in future phases are each shown on a phase site plan ("Phase Site Plan") which, in the case of Phase 49 and Phase 50, are attached hereto as **Exhibit D**, and in the case of future phases will accompany the unit deeds or phasing amendments, in the case of all detached Units, or be part of an amendment to this Master Deed in the case of the Buildings that contain attached townhouse-style Units (both, hereinafter described).

In addition to the Buildings and Units in Phase 49 and Phase 50, the Declarant has reserved, pursuant to Section 9 hereof, the right but not the obligation to construct and add additional Buildings and Units to the Condominium (the "Additional Phases"). Presently, the Declarant contemplates that Additional Phases will contain detached Buildings ("Detached Buildings," consisting of single detached-style Units ("Detached Units") and townhouse-style Buildings ("Townhouse Buildings") consisting of townhouse-style units ("Townhouse Units").

The Units in Phase 49 and Phase 50 and all appurtenant rights collectively are hereinafter referred to as "Phases 49 & 50" of the Condominium. If the Declarant elects to add any Additional Phases to the Condominium, pursuant to the provisions of Section 9 hereof, the Additional Phases, as they are added to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex North Registry of Deeds, shall be designated by a Phase number in accordance with Phasing Plan: Nothing in this Section shall be deemed to obligate Declarant to construct any Additional Phases, prevent Declarant from constructing any Additional Phases..

4. **Description of Units.**

A. The designation of each Unit in Phases 49 & 50 in the Buildings constituting the Condominium, a statement of its location, approximate total floor area, number and composition of rooms, immediate common area to which has access, the boundaries of the Unit with respect to floors, ceilings, walls, exterior doors and windows thereof, and its percentage interest in the Common Areas and Facilities of the Condominium are set forth in Exhibit C annexed hereto and incorporated herein by reference.

The percentage interest of the Units in Phases 49 & 50 in the Common Areas and Facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then-aggregate fair value of all Units in Phases 49 & 50.

B. Each Unit includes the ownership of all utility lines, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

C. Each Unit includes the ownership of the heating and air conditioning apparatus which exclusively serves that individual Unit whether inside or outside of the Unit and each Unit shall have an easement to maintain all lines, pipes, ducts, conduits or any other equipment connected to said heating and air conditioning apparatus within the Common Areas and Facilities

extending to and from said Unit including an easement to maintain an air conditioning compressor outside the Unit where originally located by the Declarant.

D. Each Unit shall include as part thereof the attic/storage area located within the boundaries of each Unit as shown on the Floor Plans hereinafter referred to. No use of said space may be made except for storage purposes and no alteration or finishing of same shall be done except without having first obtained the written consent of the Trustees of Bella Woods Condominium Trust and in compliance with the building and zoning requirements of the Town of Tewksbury.

E. The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, as the case may be, such entrances to and from the streets, front and side yards, and such walkways, stairways, hallways, and vestibules as serve as common access to and from more than one Unit (each of the foregoing comprises a portion of the Common Areas and Facilities therefor).

F. Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas described in Section 5 hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other Common Areas and Facilities in accordance with the intended purposes thereof.

G. The owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the front porch and patio immediately adjacent to their Unit, as shown on the Floor Plans hereinafter referred to.

H. Included as part of each Unit is the garage area as shown on the Floor Plans. The owner of each Unit shall also have the exclusive right and easement to use the asphalt driveway area adjacent to, and providing access to, the garage in such Unit and which may also be shown on the Phase Site Plan.

I. The Condominium Trust hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs to the Unit which the Unit Owner has failed to perform.

J. Each Unit shall be subject to rights as set forth in each of the foregoing subsections.

5. **Description of Common Areas and Facilities.** The Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as "Common Areas" or "Common Elements") consist of:

A. The Condominium Land described in Exhibit 1, together with the benefit of and subject to all rights, easements, restrictions and agreements, so far as the same may be in force and of record.

B. All portions of the Buildings not included in any Unit by virtue of Section 4 above, including, without limitation, the following to the extent such may exist from time to time;

- (i) The foundations, structural members, beams, supports, exterior walls of all Buildings, but not doors leading in or out of a unit, common walls within any Building, and structural walls or other structural components contained entirely within any Unit;
- (ii) Steps and stairways leading to a Unit subject to the exclusive right of the owner of such Unit to use the same, the mailboxes and utility areas, if any;
- (iii) Installations for common services such as heat, telephone, electric power, gas, hot and cold water, master television antennae (if any), including all utility lines and equipment attendant thereto (but not including equipment solely servicing a single Unit and contained therein);
- (iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iii) including all such facilities which are installed in, upon, or under the land described in Exhibit 1 and any other land which is the subject of any easement benefitting said land described in Exhibit 1, all such facilities which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement; as aforesaid;
- (v) All fences, land areas, lawns, landscaping and driveways and other improved or unimproved areas on the Condominium Land, not within any Unit (subject, as the case may be, to the exclusive right and easement of a particular unit owner or unit owners);
- (vi) When so constructed by the Declarant, any clubhouse or other common use facility.
- (vii) Such additional Common Areas and Facilities as maybe defined in the Act.

The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown in Exhibit C attached to this Master Deed and incorporated herein by reference.

The Trustees of the Condominium Trust, may in their discretion but subject nevertheless to the provisions of this Master Deed, designate certain portions of the Common Areas and Facilities for storage purposes, and such designations or restrictions shall be upon such terms and

conditions, and with such stipulations and agreements; as the Trustees shall deem advisable, and the purposes of this paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of Common Areas and Facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust hereinafter referred to in Section 10 hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) the Act, as amended.

6. **Floor Plans/Site Plans.** The floor plans of the Buildings for Phases 49 & 50 and Units therein, showing the layout of the Building, setting forth the Units within the Building constituting the Condominium, and depicting the Unit numbers, layout, location within the Buildings, and dimensions, main entrance and immediate common areas to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the Units, as built, are recorded with and made a part of this Master Deed (the "Floor Plans").

With respect to Additional Phases that may be added to the Condominium pursuant to Section 9, there will be Amendments to this Master Deed, made pursuant to Section 9, at such time or times as such Additional Phases are added to the Condominium. The Amendment shall be recorded with the Middlesex North Registry of Deeds together with a set of Floor Plans for each Additional Phase, showing the layout of the Building or Buildings in the Additional Phases, setting forth the Unit(s) within the Additional Phases constituting the Condominium, and depicting the unit numbers, layout, location within the Additional Phases, and dimensions, main entrance and immediate common areas to which each Unit has access, all "as built" and bearing the verified statement of a registered professional engineer, or registered land surveyor, certifying that the plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the Units, as built.

As Additional Phases are added to the Condominium, one or more Phase Site Plans will be recorded in the manner described in Section 3, hereof, which will depict the location of the Building(s) in each phase when added. Declarant reserves the right at any time during the process of developing the Condominium to record a site plan or plans showing all of the phases of the condominium built to date and the Buildings and other improvements on the Condominium Land.

7. **Statement of Purposes.** The Units are intended to be used as follows:

All Units are intended and will be operated and used only for residential purposes.

8. **Restrictions on Use and Occupancy of Units and Parking Spaces.**

The following are the restriction on the use and occupancy of Units:

A. No Unit may be occupied by any person in violation of the provision of the Legal Requirements and to that end the Trustees of Bella Woods Condominium Trust are specifically

empowered to take any and all actions permitted or required, before or during a person or persons occupancy of a Unit so as not to violate local zoning. The Trustees may from time to time establish such other reasonable procedures, and requirements to carry out the intent of this paragraph without need to amend this Master Deed.

B. The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units:

- (1) No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time without the written permission of the Trustees.
- (2) The Trustees shall not give permission in writing unless all of the following requirements have been met:
 - (i) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the commencement date of the proposed lease, rental or license arrangement of the name(s) and address(es) of the proposed lessee, tenant or licensee and all members of his or her family and all other persons who propose to occupy the Unit, (b) supplied the Trustees with written references with respect to all such persons referred in the immediately preceding clause as the Trustees may reasonably request, (c) supplied the Trustees with a completed rental application executed by the Unit Owner and the prospective tenant and other proposed occupants, which form may be established from time to time by the Trustees, together with a copy of the proposed lease rental or license agreement. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospective tenant, lessee, licensee or other proposed occupants. The Trustees may charge the Unit Owner desiring to rent his or her Unit, a reasonable fee for administration of the approval process.
 - (ii) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than twelve (12) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupancy by the Tenant;
 - (iii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;
 - (iv) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to Section (7) and Section (8) hereof, the Condominium Trust, and the Rules and Regulations adopted by the Trustees and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be

attached to each such written instrument a copy of the Rules and Regulations and a copy of Section (7) and (8) of the Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.

- (3) By acceptance of a deed of a Unit, each Unit Owner shall be deemed (i) to be personally responsible for the actions of his lessees, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause any lessee, tenants, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Trustees) with the beneficial use and enjoyment of any Unit Owner(s) of their Units, and the Common Elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit Owner's attorney in fact to seek eviction, equitable relief and/or damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules and Regulations. Such rights and remedies may be exercised against both the Unit Owner and the Lessee, Tenants or occupants and shall be cumulative and not exclusive. In addition, such fines, penalties and other charges incurred by the lessees, tenants or occupants, together with such costs incurred by the Trustees as result of action taken by the Trustee pursuant to this Section, shall be chargeable to the Unit Owner, and enforced and collected against the Unit Owner and the Unit as if the same were Common Expenses.
- (4) In the exercise of the approval authority hereinbefore granted, the Trustees may not exercise such authority so as to restrict leasing or occupancy of the Units because of race, creed, color, national origin, or any other class of persons protected from housing discrimination under state or federal law. The Trustees may however reject a proposed tenant for other reasons including without limitation failure of the Unit Owner to comply with the procedural and substantive requirements of the preceding subparagraphs. The Trustees in accordance with foregoing must also approve all extensions or renewals of all occupancy agreements.
- (5) The provisions of the within Section (8) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law except and to the extent that following the exercise of the right of foreclosure or any other remedies provided in a mortgage or other applicable law, said mortgage holder becomes the Unit Owner.

(C) Notwithstanding the provisions contained in Sections (7) and (8) hereof, the Declarant, or any successor to his interest in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual Units, hereby reserve(s) the right, until all of the Units have been sold by Declarant or such successor, to:

- (i) install signs;

- (ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for any other lawful purposes;
- (iii) lease any Units owned by Declarant;
- (iv) allow access, ingress and egress to prospective purchasers and sales staff personnel or other proper parties over and upon the Common Elements, on such days and during such hours as may be determined by the Declarant in Declarant's sole discretion, in order to allow inspection and showing of Units owned by the Declarant. The signs, fixtures and other items installed in or upon the Common Elements by the Declarant to facilitate the sale of Units shall not be considered Common Elements, shall remain the property of the Declarant and shall be removed by the Declarant not later than the date of conveyance of the last Unit in the Condominium held by the Declarant for sale in the ordinary course of Declarant's business.

(D) No Unit shall be used for any purpose not specified in Section (7) above.

(E) The architectural integrity of the Buildings and the Units shall be preserved without modification and to that end no Unit Owner may alter, screen or otherwise enclose any deck, porch or patio appurtenant to a Unit and no awning, screen, antenna, sign, banner, flag or flag pole (except as may be permitted by law) or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. No addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frame shall be made, and no painting, attaching of decals or other decoration shall be done or any sign placed on any exterior part or surface of any Building, Unit, patio nor on the interior or exterior surface of any window, without the prior approval of the Trustees. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the Building be of white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of the Building. Except as hereinbefore provided, this Section (8) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(F) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections (7) and (8) hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees, which approval shall not be unreasonably withheld or delayed.

(G) Subject to the limitations hereinafter set forth, generally recognized household pets (including dogs, cats and birds) (and no more than one dog per unit) and of

reasonable size may be kept and maintained in a Unit, provided such pets are not kept or maintained for commercial purposes. All pets while on any portion of the common areas must be leashed at all times and attended by a responsible person. Unit Owners are responsible for any property damage, injury or disturbances caused by their pets. No dog shall be permitted to bark, howl or make other loud noises for such an unreasonable time as disturbs a neighbor's rest, or peaceful enjoyment of their Unit and the Common Areas. Any such pet creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees. Unit Owners shall be responsible for removing their pet's waste from the Common Areas and their Unit. All tenants and other occupants of a Unit, and all guests or invitees are bound by these same restrictions. Nothing herein shall limit the authority of local law enforcement officials for violations of any local ordinances as a result of keeping a pet in any Unit or on the Common Areas. In addition to the foregoing power to remove any pet creating a nuisance or unreasonable disturbance, the Trustees may impose fines for such violations as provided under the terms of the Condominium Trust. All fines and expenses of enforcement of the provisions of this paragraph shall be the personal liability of the Unit Owner in violation of this paragraph and if such sums are not paid when demanded, shall become a lien upon such Unit Owner's Unit and enforced and collected as if same were a Common Charge.

(H) No immoral, improper, offensive or unlawful use shall be made of any Unit, nor nuisance be maintained therein, nor shall any use or practice be undertaken or allowed which shall be a source of annoyance to any other Unit Owner.

(I) No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted in a Unit, and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Unit, except such as shall have been approved in writing by the Trustees, provided that no such activity, even if approved, may generate traffic from customers, clients, or employees.

(J) No Unit, or such portions of the Common Elements of which a Unit has exclusive use thereof, shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust and Rules and Regulations.

(K) The following restrictions and regulations shall apply to the use and occupancy of all parking spaces in the Condominium including the those garage areas which are included as part of the Units, the driveway and all unassigned parking areas serving the Condominium (collectively, the "Parking Spaces"):

- (i) The Parking Spaces may be used only for parking of private automobiles, motorcycles (which must be garaged at all times), pickup trucks which are (a) three-quarter ton or smaller, and (b) have no material stored or hung in the payload area or on racks (unless garaged); vans which are one ton or smaller and sport utility vehicles all of which are for the personal use of Unit Owners entitled to use said Parking Spaces, and their immediate families and their guests or invitees. No unregistered vehicles, nor any boats, recreational vehicles, mobile homes, trailers (whether capable of independent operations or attached to an automobile or other vehicle) and the like, may be parked or stored in the Parking Spaces except with the written consent of the

Trustees of the Condominium Trust. Only one vehicle is allowed to be parked in any Parking Space;

- (ii) All vehicles belonging to a Unit Owner shall be parked within their respective Units, Garage Spaces, or driveways;
- (iii) A Unit Owner, by written permission of the Trustees, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using Parking Space shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the rules and regulations promulgated pursuant to said Condominium Trust;
- (iv) A Unit Owner, who by written permission of the Trustees, permits any tenant, guest, servant, licensee, or other party to use a Parking Space which said Unit Owner is entitled to use, shall be responsible for the compliance by such tenant, guest, servant, licensee or other party with provisions of this Section 7(K), the terms and conditions of this Master Deed, the Condominium Trust, and the Rules and Regulations of the Condominium, to the extent the same may be applicable.
- (v) Except as permitted herein no Parking Space may be rented, leased or tenanted by any Unit owner except as incidental to the renting, leasing or tenanting of his or her Unit;
- (vi) In instances where vehicles using the any Parking Space or other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles.

(L) The use of the patios, or Parking Spaces, by the owners or occupants of the respective Units to which they are appurtenant and any improvement thereof shall comply with this Master Deed, the Condominium Trust, the By-Laws and Rules and Regulations promulgated pursuant thereto, the Act, and an zoning, safety, building, and other applicable laws, ordinances, and regulations. The Trustees of the Condominium Trust and their agents, servants, and contributors, may have access to and use of said patios or Parking Spaces after not less than 48 hours notice to the owner of the Unit having the exclusive right to the use thereof for purposes of maintenance, repair, upkeep, or inspection of said areas or other portions of the Building or Common Areas and the Trustees of the Condominium Trust and any Unit Owner may have access to and use of the Patios or Parking Spaces at any time, without notice, in the event of an emergency.

(M) All Units shall be heated at all times so as to maintain minimum temperatures in such Units of 55 degrees Fahrenheit so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit owner fails to maintain a 55 degree temperature as aforesaid, the Trustees shall have a right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the

temperature as aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of the Act.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end may be 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 such as occur during his or her Unit ownership.

The use of the Building(s) and Common Areas may also be restricted under provisions of the Condominium Trust and the Rules and Regulations promulgated pursuant thereto and recorded herewith; provided however, that any such restrictions shall not be inconsistent with the terms and conditions of this Master Deed.

9. **Additional Phases/Reservation of Rights of Declarant/Withdrawal of Land**

It is contemplated that the Declarant will construct additional attached Townhouse Units and Detached Units in additional Buildings on the Condominium Land and to be added in Additional Phases to the Condominium.

The Declarant hereby reserves the right and easement for himself, his successors and assigns, without the consent of the Trustees or any Unit Owner or any holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed at any time and from time to time to add such Additional Phases and all other structures or improvements which may be situated on the Condominium Land and the related Common Areas and Facilities to the Condominium by the recording of an Amendment to the Master Deed with the Middlesex North Registry of Deeds.

Each Additional Phase added to the Condominium shall be assigned a Phase number pursuant to Section 3 of this Master Deed.

Upon recording of any such Amendment to the Master Deed, the Additional Phases and Units included within such amendment, and the appurtenant elements, features and facilities designated as Common Areas and Facilities, and the portion of the Condominium Land on said Additional Phase lies shall become a part of the Condominium as if included and described in this original Master Deed.

By the acceptance of a deed to a Unit within the Condominium, each Unit Owner and the holder of any mortgage on a Unit shall have thereby consented to any such Amendment or a Restated Master Deed made pursuant to this Section 9, without the Declarant being required to obtain any further consent or the execution of any documents by such Unit Owner or mortgage holder.

Should Declarant elect to add additional phases to the Condominium, the Additional Units contained therein when added to the Units in Phases 49 & 50 shall not, in the aggregate, amount to more than one hundred forty (140) Units.

Nothing contained in this Master Deed shall be deemed to restrict the right of the Declarant to construct additional Buildings or other improvements on the Condominium Land, whether or not shown on the Phasing Plan recorded herewith or any amendment thereto, provided, however, that if Declarant elects to construct such additional Buildings or other improvements on the Condominium Land, they shall be designed so as to not detract from the quality and architectural and other aesthetic features of the existing Condominium Buildings in the reasonable opinion of the Declarant.

Notwithstanding the provisions contained in this Master Deed, especially Sections 7 and 8 hereof, or the Trust to the contrary, the Declarant, or any successor or assigns to its interest in the Condominium, hereby reserve(s) for itself and its successors and/or assigns without the further consent of any Unit Owner or holder of a mortgage on any Unit the following rights and easements:

- A. Declarant reserves unto itself its agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the rights and easements to use, occupy, and alter, for construction purposes only, the Condominium Land described in Section 2 for all purposes necessary or desirable in order to construct the Condominium including the Buildings and the Condominium Units thereon and the Common Elements therefor and the right to grant easements across said Condominium Land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.
- B. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto him or herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the Condominium Units in all Phases is conveyed of record by the Declarant; the right of access, ingress, and egress over and upon the Condominium Land described in Section 2 hereof and the Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant in connection with the creation and construction of said Additional Phases; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium Units in the Additional Phases and the Common Areas and Facilities and all conduits, ducts, plumbing wiring, and other facilities for the furnishing of power, light, air and all sewer and drainage pipes, and sewerage systems to serve any or all of the Condominium Units in the Additional Phases and the Common Areas and Facilities; to pass and re-pass by foot and vehicle over all driveways, roadways, access ways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, and walkways are

commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction said Additional Phases; to construct the Buildings and Improvements on the Land shown on the Plans filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said Additional Phases; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of Common Areas and Facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of the Additional Phases or in order to facilitate the installation of appliances for fixtures in the Units or Common Areas and Facilities under construction without liability for such interruption of service, provided however that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium Units in any Phase or Additional Phases and the Common Areas and Facilities in connection therewith.

- C. The right to pass and re-pass over the Condominium Land, including without limitation all streets or ways which may be created by the Declarant, in order to take such action as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land, including the construction of the any streets or ways, whether or not any Additional Phases or additional improvements are to be constructed thereon pursuant to the provisions of this Master Deed. Declarants rights hereunder shall include, but shall not be limited to, the right of travel, transportation, parking, storage and handling of materials and equipment;
- D. The right to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which may from time to time be located in, upon or under the Condominium Land in order to take such action as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land whether or not any Additional Phases or any additional improvements are to be added to the Condominium;

- E. The right, without the consent of the Trustees or any Unit Owner or of any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Middlesex North Registry of Deeds an Amendment to the Master Deed in form and substance similar to this Master Deed (which may incorporate by reference all or part of this Master Deed) with only such changes as are necessary or desirable: (a) to add Additional Phases to the Condominium pursuant to this Section 9 of the Master Deed and to submit such Phases to the provisions of the Act; (b) to exercise Declarant's rights as set forth in this Master Deed; (c) to correct technical, scrivener's errors or other minor defects in the Master Deed; (d) to fulfill requirements of applicable laws and governmental regulations and to satisfy the requirements or bring the Master Deed into compliance with the FNMA/FHLMC legal guidelines and legal warranties; and (e) to satisfy the provisions of this Master Deed;
- F. The right to grant, without the consent of the Trustees or any Unit Owner or of any holder of a mortgage on a Unit, to the owners (future or existing) of any Additional Phase Unit, an easement appurtenant to their Unit for access over all of the streets and ways constructed on the Condominium Land and the right to pass and re-pass over all other roadways, driveways and the like constructed on the Condominium Land;
- G. The right to grant or reserve in the future, without the consent of the Trustees or any Unit Owner or holder of a mortgage on a Unit, such other rights, easements or restrictions on, over, across, through and/or under the Condominium Land, which the Declarant deems necessary, appropriate or advisable in connection with the development of the Condominium Land.

The rights and easements referred to herein and in the By-Laws may be freely sold, granted, assigned mortgaged or otherwise transferred by the Declarant at any time and from time to time, to any person, trust, firm or entity as may be determined by the Declarant by deed, mortgage, or other written instrument. All present and future Unit Owners, and all persons now or hereafter claiming any interest in a Unit, by, through or under a Unit Owner, including, without limitation, all holders of mortgages on Units shall be subject to and bound by the provisions of this Section 9.

The rights and easements reserved by the Declarant in this Section 9 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other Sections of this Master Deed.

Notwithstanding anything contained herein to the contrary and in addition to all other reservations of the Declarant contained in this Master Deed, the Declarant hereby reserves and shall have the right, without the consent of the Trustees or any Unit Owner or of the holder of a mortgage on any Unit, to develop and construct on the Condominium Land additional Buildings and improvements, including, without limitation, all roadways, driveways, utilities and other improvements and amenities pertaining thereto and to grant easements across, under, over and through the Condominium Land or any portion thereof which Declarant deems necessary or convenient in connection with the development of the Condominium Land and the rights reserved herein. In addition, the Declarant hereby expressly reserves and shall have the right to

make such use of the Common Areas and Facilities as may be reasonably necessary or convenient to enable Declarant to develop the Condominium Land pursuant to the rights reserved herein.

Each trustee of the Condominium Trust, as well as each Owner and mortgagee of a Unit within the Condominium, by acceptance and recording of a deed or mortgage to a Unit, shall thereby have consented to the exercise all of the foregoing rights, easements and reservations by the Declarant for the benefit of itself, its successors and/or assigns without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his/her/their/its attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant and to exercise any of such right or to effect any such rights which power of attorney is deemed running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest Each owner and mortgagee of an Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval, or zoning relief sought by Declarant in connection with the development and construction of the Condominium and/or other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Condominium Land or the Buildings to be constructed on the Condominium Land. No such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant, its successors and/or assigns or any affiliate of the Declarant. The Trustees of the Condominium Trust, Unit Owners and mortgagees, do hereby appoint Declarant as his/her/their/its attorney-in-fact to execute, acknowledge and deliver any and all instruments; applications and the like necessary or appropriate to obtain such permit, approval or zoning relief, which power of attorney is deemed running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. At the request of the Declarant, the Trustees of the Condominium Trust shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs thereof.

Provided, however, that nothing contained herein shall be deemed to obligate the Declarant to commence or complete the construction of additional Buildings or other improvements of any type or nature on the Condominium Land nor shall anything be deemed to obligate the Declarant to add any Additional Phases or improvements, if any are so built, to the Condominium, nor if Declarant elects to construct and add Additional Phases or other improvements to the Condominium to do so in any particular sequence or order.

The Declarant shall not amend this Master Deed to add Additional Phases to the Condominium until such time as the Additional Phases have been sufficiently completed so as to comply with the provisions of the Act, Section 8(f).

In addition to all other rights and easements reserved by the Declarant for the benefit of itself, its successors and/or assigns in this Section 9 and elsewhere in the Master Deed, the Declarant for the benefit of itself, its successors and/or assigns, reserves the right without further consent or the Trustees or any Unit owner or holder of a mortgage on a Unit, the right to withdraw from the Condominium Land a portion or portions of the Condominium Land (provided same does not include Buildings containing Units which have been sold to Unit

Owners other than the Declarant). In the event the election to withdraw any portion of said land is made, Declarant or its successors and/or assigns shall record a statement to said effect along with a plan showing the area to be withdrawn, which when so recorded shall serve to remove said land (any any Buildings thereon, except as aforesaid) from Bella Woods Condominium and the provisions of the Act. The recording of the statement and plan shall vest title in the Declarant or its successors or assigns free of all encumbrances and the claim of any Trustee of the Condominium, any Unit owner or mortgagee except any mortgagee holding a mortgage from the Declarant, its successors or assigns. Such withdrawal shall in any event, leave sufficient land and access thereto to meet the building and zoning requirements of the Town of Tewksbury.

The rights of the Declarant reserved herein to add Additional Phases to the Condominium shall terminate and be of no force and effect on the first to occur of the following (hereinafter the "Phasing Termination Date"); (i) ten (10) years from the date of recording of this Master Deed; or (ii) at such time as the Declarant has recorded a written instrument at the Middlesex North Registry of Deeds, executed by Declarant, by which Declarant expressly waives and releases the rights and easements reserved in this Master Deed to add Additional Phases to the Condominium (the "Waiver Instrument"); or (iii) the inclusion in the Condominium of the maximum number of Units permitted hereunder.

After the Phasing Termination Date, the Declarant and the Trustees shall have the right, without the consent of the Trustees or any Unit Owner or holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Section 9, to execute and record a Restated Master Deed of Bella Woods Estates Condominium comprising and consolidating Phases 49 & 50 and all subsequent Additional Phases as if the entire Condominium, including such Additional Phases, were then and thereby established as a completed condominium. The Restated Master Deed shall upon its recording supercede this Master Deed and all Amendments made pursuant hereto and shall be and constitute the Master Deed of Bella Woods Condominium.

10. Management and Regulatory Organization.

The organization through which the owner of the Condominium units will manage and regulate the Condominium established hereby is the Bella Woods Condominium Trust under Declaration of Trust (the "Condominium Trust") of even date and recorded herewith. The Condominium Trust establishes an organization of which the owners of the Units shall be members and in which such owners have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities of the Condominium to which they are entitled under the Master Deed. The original and present Trustees are: Bella Woods, LLC, acting by and through its Manager, Arnold Joseph Martel.

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter I83A. (The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under the Condominium Trust.)

11. **Determination of Percentage Interest in the Common Areas and Facilities.**

The Units in Phases 49 & 50 of the Condominium shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and incorporated herein by reference for so long as the only Units in the Condominium are those in Phases 49 & 50. From and after the addition to the Condominium of Additional Phases containing Additional Units, pursuant to the provisions of Section 9, which additions may occur in any order, the Beneficial Interest to which the Units in Phases 49 & 50 are entitled shall be reduced accordingly and the Beneficial Interest to which these Units and all Additional Units subsequently included therein shall be determined upon the basis of the approximate relation that the then fair value of each Unit bears to the then aggregate fair value of all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the Additional Units resulting in such change of Beneficial Interest is added to the Condominium.

The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument.

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, as provided in Section 5(d) of the Act. In addition to all provisions of Section 5(d) of the Act, the Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Trust, and to the Rules and Regulations promulgated pursuant thereto with respect to the use thereof, assignment of certain facilities to particular Unit owners and payments required therefore.

12. **Road Ownership/Declarant's Access In The Event of Withdrawal**

Reference is made hereby to the roadways shown on the Phasing Plan (the "Roadways") presently contemplated to be constructed by the Declarant. Declarant has hereinbefore reserved all rights and easements necessary for the development, construction and maintenance of the Roadways. The Roadways shall be part of the Common Areas of the Condominium Land subject to the rights of the Declarant to add additional phases and to withdraw portions of Condominium Land (including such portions as may already contain Roadways) as set forth herein. Should the Declarant withdraw any portions of the Condominium Land, there is hereby reserved for the benefit of the Declarant, its successors and/or assigns the right to use the Roadways in common with the Condominium Unit Owners for the benefit of the withdrawn land for ingress and egress to East Street shown on the Phasing Plan.

13. **Amendments.** This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to sixty-seven (67%) or more of the undivided interest in the Common Areas and Facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, or, alternatively with the written consent of the Unit Owners entitled to sixty-seven (67%) or more of the Beneficial Interest in the Trust and such

instrument of amendment is signed and acknowledged by a majority of the Trust of the Trust, reciting that such consent of the Unit Owners was obtained); and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

A. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.

B. No instrument of amendment which alters the use of or the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and its Mortgagee(s) if any.

C. Except as provided in, and in accordance with, the provisions of Section 9 of this Master Deed 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 or effect unless the same has been signed by all Unit Owners whose percentage undivided interest is affected and said instrument is recorded as an Amended Master Deed.

D. No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage; except that an amendment pursuant to Section 9 of this Master Deed reducing a Unit's percentage of the undivided interest to which it is entitled in the Common Areas and Facilities shall not be considered as an instrument impairing the security of any mortgage.

E. The Declarant in accordance with the provisions of Section 9 of this Master Deed, may amend this Master Deed pursuant to the exercise of any of its rights as set forth in Section 9 or elsewhere in the Master Deed and the instrument of amendment need not be signed by any Unit Owners or the Trustees of the Condominium Trust, but only by Declarant or its successors or assigns.

F. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of the Act shall be of any force or effect.

G. No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect and shall not be deemed or construed to vitiate or impair the rights and easements conferred upon and reserved by the Declarant in this Master Deed, including without limitation, the rights reserved to Declarant in Section 9 to amend this Master Deed so as to add additional phases to the Condominium, withdraw land, and to grant easements, licenses or the like to the owner of contiguous land or to the owners, lessees, or operators of the golf course.

H. No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record which would disqualify it from sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Associations

(FNMA), under laws and regulations applicable thereto, shall be of any force or effect unless the same has been assented to by the holder of such mortgage and no instrument of amendment which relates to matters described in Section 17 of this Master Deed shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Section 17;

I. No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment; and Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which persons (or may in the future person) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; to bring this Master Deed into compliance with the Act; (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time the Declarant, its successors and/or assigns, no longer holds title to a Unit or any rights to add additional phases and such power shall thereafter vest in the Trustees of the Condominium Trust.

K. The Beneficial Interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (i) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (ii) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed "at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation the Trustees may designate any one such owner for such purposes.

14. **Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.**

A. All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (i) this Master Deed, (ii) the Unit

Deed conveying such Unit, (iii) the Condominium Trust and By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, (iv) any easements, restrictions or other matters of record affecting the title to and the use of the Land, and (v) the Act. The acceptance and recording of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of (a) this Master Deed, (b) the Unit Deed, if any, conveying such Unit, (c) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (d) the said terms affecting title to and use of the Land are accepted and ratified by such owner, tenant, visitor, 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 or lease thereof, and (ii) a violation of the provisions of this Master Deed, such Unit Deed; the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

B. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rule and Regulations adopted pursuant to said Trust, and Chapter 18 A shall give rise to a cause of action in the Trustees of said Trust, or any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages. The Unit Owner shall indemnify the Condominium Trust or any aggrieved Unit Owner and hold them harmless against any loss or liability of any kind or character whatsoever (including reasonable attorney's fees) arising from or in connection with the Unit Owner's failure to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust and the Act and upon the failure to so indemnify, the amount of any loss or liability, until so indemnified, shall constitute a lien against such Unit pursuant to Section 6 of said the Act.

15. **Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units.** Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, master television antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit the Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

16. **Encroachments.** If any portion of the Common Areas and Facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of moving or shifting of the Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment shall exist.

17. **Secondary Market Requirements.** It is the intention of the Declarant that the Condominium conform and comply with Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium and its operation and management notwithstanding anything to the contrary contained elsewhere in the Condominium Constituent Documents.

A. **Definitions.**

(i) **Owners' Association.** The organization or entity through which the Unit Owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires I reference to Owners' Association is synonymous with the term Condominium Trust and shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

(ii) **Condominium Constituent Documents.** The Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

(iii) **Eligible Mortgage Holders.** Those holders of a first mortgage on a Unit who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

(iv) **Declarant.** The person or entity who owns the premises described in the Master Deed being submitted to the provisions of the Condominium Laws, its successors or assigns.

B. **FNMA Provisions.**

(i) **Availability of Project Documents.** The Owners' Association shall have current copies of the Condominium Constituent Documents as well as its own books, records and financial statements available for inspection by Unit owners or by holders, insurers and guarantors of first mortgages that are secured by units in the Condominium.

Such documents shall be available during normal business hours or under other reasonable circumstances.

In addition, the Condominium Trust shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for it and pays the expense of its preparation.

(ii) **Amendments to Documents.** The Unit owners shall have the right to amend the Condominium Constituent Documents as elsewhere provided. Eligible Mortgage Holders also shall have the right to join in the decision making about certain amendments to the

Condominium Constituent Documents. Material provisions of the Condominium Constituent Documents may be amended by Unit owners representing at least 67% of the undivided interest in the common areas and facilities of the Owners' Association, unless a higher percentage is elsewhere in the Condominium Constituent Documents or by law is required, and if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following shall be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common areas, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into common areas or vice versa;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit which shall require the consent of the Unit owner affected;
- (l) a decision by the Owners' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property

shall require the assent of Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged Units.

Eligible Mortgage Holder approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

(iii) Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results either in the common areas encroaching on any Unit, or in a Unit encroaching on the common areas or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for whatever period the encroachment exists.

(iv) Condemnation. Destruction or Liquidation. In the event of any taking by condemnation or destruction from an insurable hazard or liquidation of assets of the Condominium resulting in losses or proceeds, the Owners' Association shall be designated to represent the Unit owners in any proceedings, negotiations, settlements or agreements. Each Unit owner hereby appoints the Owners' Association as an attorney-in-fact for this purpose. With respect to proceeds received as a result of condemnation proceedings, the Owners' Association shall first determine the nature and degree of the taking upon the Common Areas and Facilities and to the Units affected thereby, and shall retain a just proportion of such proceeds received to the extent that such taking affected Common Areas and Facilities and shall pay to those Unit owners whose Units have been affected by any such taking a just proportion of the balance of the proceeds received.

Any proceeds from the settlement shall be payable to the Owners' Association, or the insurance trustee if any for the benefit of the Unit owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be paid to the Unit Owners in proportion to their respective beneficial interests in the common areas and facilities.

(v) Rights of Mortgage Holders. Insurers or Guarantors. The holder, insurer or guarantor of the mortgage on any Unit in the Condominium, upon written request to the Owners Association, shall be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
- (b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;
- (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders and be permitted to designate a representative to attend the meeting at which such action shall be taken; and

(e) any default in the performance by the individual Unit owners of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days.

C. FHLMC Provisions.

- (i) Any "right of first refusal" contained in the Condominium Constituent Documents shall not impair the rights of a first mortgagee to:
- (a) Foreclose or take title to a condominium Unit pursuant to the remedies provided in the mortgage, or
 - (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
 - (c) sell or lease a Unit acquired by the mortgagee.

(ii) Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee except as provided by Section 6 of the Act.

(iii) The acquisition by any person taking title to a Unit through a foreclosure sale duly conducted by an eligible mortgage holder shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed and the Condominium Trust.

(iv) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, unless at least two-thirds (2/3) of the first Mortgagees (based upon one vote for each first mortgage owned) of the Individual condominium Units have given their prior written approval, the Owners' Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any individual condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium Unit in the common elements;
- (c) partition or subdivide any condominium Unit;
- (d) 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 (including the rights of the Declarant to grant easements for the benefit of contiguous land and for the benefit of the golf course), the granting or leasing of rights of use or easements with respect to Parking Spaces, shall not be deemed an action for which any prior approval of an Eligible Mortgage Holder shall be required under this subparagraph;

(e) use hazard insurance proceeds for losses to any condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(v) Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium Units and not to the condominium project as a whole.

(vi) No Unit Owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium 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 condominium Units and/or common elements.

(vii) Condominium dues or charges shall include an adequate reserve fund at least equal to two months estimated common charge for each Unit for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(viii) Any agreement for professional management of the Condominium or any other contract providing for services of the Declarant may not exceed 3 years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

D. Conflicts:

In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association, or with respect to any other matter, the one with the greater numerical requirement shall control.

18. Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, limited liability companies, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. All the trust powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, all terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings here unless the context otherwise requires or unless otherwise defined herein.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed, nor the intent of any provision hereof.

20. **Waiver.** No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

21. **Assignment of Rights of Declarant.** Declarant, by deed or by separate assignment, shall be entitled to assign any and all of their rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant.

23. **Conflicts.** If any provision of this Master Deed shall be invalid or shall conflict with the Legal Requirements, the Act or if any provision of this Master Deed conflicts with any provision of the Declaration of Trust of Bella Woods Condominium, then the following rules of construction shall apply:

- a. In the event of a conflict between this Master Deed and the Legal Requirements or the Act, the provisions of the Legal Requirements or the Act shall control.
- b. In the event of a conflict between numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;
- c. In the event of any other conflict between the Declaration of Trust and any provision of this Master Deed, this Master Deed shall control.

24. **Invalidity.** The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed.

25. **Recording.** All documents and instruments required to be recorded hereunder shall be so recorded with the Middlesex North Registry of Deeds.

EXECUTED as a sealed instrument on this 2 day of August, 2013

Bella Woods, LLC

By: 

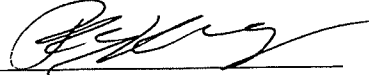
Arnold O. Martel, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

August 2 2013

On this 2nd day of August, 2013, before me, the undersigned notary public, personally appeared Arnold O. Martel, who proved to me through satisfactory evidence of identification, which was his being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Bella Woods, LLC, the Trustee as aforesaid.



Notary Public:

My Commission Expires:



PHILIP H. GRAETER, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 10, 2019

EXHIBIT 1
DESCRIPTION OF LAND

Parcel 1

A certain parcel of land with the buildings thereon, located in Tewksbury, Middlesex County, Massachusetts, being shown as Lot G, East Street, as shown on a plan entitled, "Plan of land in Tewksbury, Mass.," dated March 11, 1957, Dana F. Perkins and Sons, Inc., Civil Engineers and Surveyors, recorded with Middlesex North District Registry of Deeds in Plan Book 88, Plan 170-B, and bounded and described as follows:

SOUTHEASTERLY	By East Street, 188 feet;
NORTHEASTERLY	by Lot H, as shown on said plan, 261.99 feet;
NORTHWESTERLY	by land of the B&M Railroad, 104.15 feet;
NORTH WESTERLY	by said land of the B & M Railroad, 96 feet more or less; and
SOUTHWESTERLY	by land now or formerly of Walter Doucette and by land now or formerly of Wallace Johnson, 240 feet, more or less.

Containing 43,500 square feet of land, according to said plan.

Said premises are also shown as Lot G on a Plan of Land entitled "Parcels Decreed by Land Court Decision Case No. 264752, East Street, Tewksbury, MA" drawn by Allen & Majors Associates, Inc. 100 Commerce Way, Woburn, MA 01888-0118 dated August 30, 2006 and recorded with Middlesex North District Registry of Deeds in Plan Book 231, Plan 47 shown as containing approximately 43,988 square feet of land.

Being the same premises conveyed to Marc P. Ginsburg and Arnold Martel, Jr. by deed dated May 24, 2011, and recorded with the Middlesex North Registry of Deeds in Book 24987, Page 171.

Parcel 2

The land in Tewksbury, Middlesex County, Massachusetts being shown on Plan of Land entitled "Parcels Decreed by Land Court Decision Case No. 264752, East Street, Tewksbury, MA" drawn by Allen & Majors Associates, Inc. 100 Commerce Way, Woburn, MA 01888 dated August 30, 2006 and recorded with Middlesex North Registry of Deeds in Plan Book 231, Plan 47, and more particularly bounded and described as follows;

Beginning at a point on the northerly line of East Street at a point of land of the grantor and land of N/F of Richard & Mary Forsyth, thence running:

SOUTHEASTERLY	by East Street as shown on said plan, 278.19 feet; thence running,
NORTHEASTERLY	by land now or formerly of Robert and Maureen Nazzaro, 290.40 feet; thence running,

NORTHEASTERLY by land of said Nazzaro and land now or formerly of Timothy W. and Kathryn J. Kelly, 300.00 feet; thence running,
 SOUTHWESTERLY by said Kelly land, 90.40 feet; thence running,
 SOUTHEASTERLY by land now or formerly of Vincent and Charlotte Cataldo, now or formerly of Ross P. Callahan and Dina M. Barkhouse, and now or formerly The Melmark Home, Inc., 390.00 feet; thence running,
 NORTHEASTERLY by land now or formerly of JDS Enterprises, LLC., 44.26 feet; thence running
 SOUTHEASTERLY by said land of JDS Enterprises, LLC, 99.68 feet; thence running
 NORTHEASTERLY By said land of JDS Enterprises, LLC and now or formerly of EHB Family Trust, 225.76; thence running,
 NORTHWESTERLY by land now or formerly of the Boston and Maine Railroad, 2,189.98 feet; thence running,
 SOUTHWESTERLY by land now or formerly of the Commonwealth of Massachusetts 101.70; thence running,
 SOUTHEASTERLY by land now or formerly of the Commonwealth of Massachusetts 200.93; thence running,
 SOUTHWESTERLY by land now or formerly of the Commonwealth of Massachusetts in four courses, 267.11, 130.64 feet, 104.37 and 12.79 feet; then running,
 SOUTHEASTERLY by land now or formerly of the heirs of Margaret Rodden, 992.00 feet; thence running,
 SOUTHEASTERLY by land now or formerly of the heirs of Margaret Rodden, 5.43 feet; thence running,
 SOUTHWESTERLY by land now or formerly of the heirs of Margaret Rodden, 395.71 feet; thence running,
 SOUTHEASTERLY by Parcel 11A, 36.31 feet; thence running,
 SOUTHEASTERLY by land now or formerly of Francis L. Woodworth and now or formerly of Richard and Mary Forsyth 154.60 feet; thence running,
 SOUTHEASTERLY by said Forsyth land, 226.69 feet; thence running,
 NORTHEASTERLY by said Forsyth land, 150.00 feet; thence running,
 SOUTHEASTERLY by said Forsyth land, 291.00 feet to the point of beginning.

Being lot 1 as shown on said plan and containing approximately 23.84 acres.

Being the same premises described in the decree of the Land Court in Miscellaneous Case number 264752 recorded in the Middlesex North Registry of Deeds in Book 24020, Page 1 and the Judgment of said Land Court is recorded in the Middlesex North Registry of Deeds in Book 24020, Page 15 and being a portion of the premises described in deed dated September 23, 1997, recorded in said Registry in Book 8823, page 277.

Being the first parcel described in the deed to Marc P. Ginsburg and Arnold Martel, Jr. deed dated May 24, 2011, and recorded with the Middlesex North Registry of Deeds in Book 24987, Page 173.

For Declarant's title, see deeds recorded with Middlesex North Registry of Deeds in Book 26780, Page 129 and Book 27268, Page 182.

EXHIBIT B

DESCRIPTION OF BUILDINGS

Phases 49 & 50

There are two (2) Buildings on the land constituting the Condominium. Each Building is a two-and-one-half-story building containing one (1) Unit.

The basic construction of the Buildings in Phases 49 & 50 consists of poured concrete on slab foundation. The Buildings are wood framed. The exterior Building walls, the floor, and the roof are plywood and the exterior is sheathed in wooden materials, vinyl siding, Azek fascia, and vinyl soffits. The roof is comprised of self-sealing asphalt shingles.

EXHIBIT C
DESCRIPTION OF UNITS
PHASES 49 & 50

<u>Unit Number</u>	<u>Approximate Sq. Footage</u>	<u>Percentage Interest</u>
1	3,002	50.00 %
10	3,015	50.00 %
	TOTAL:	100.00%

Unit 1 and Unit 10 are both described as follows:

Detached Unit consisting of a dining room, living room, and kitchen/eating area on the first floor, two bedrooms and a study/storage room on the second floor, a total of two (2) full and one (1) half baths, an attic and one-car garage.

The boundaries of the Unit with respect to the floors, ceilings, walls, windows, and doors thereof are as follows:

- a. **Floors**: the plane of the upper surface of the subflooring.
- b. **Ceilings**: the exposed surface of the rafters and the plane of the lower surface of the material between said rafters; in the other floor areas, where there are no exposed rafters, the boundaries are the plane of the upper surface of the ceiling material.
- c. **Exterior Walls**: where there are no exposed studs, the plane of the interior surface of the wall material including any brick, and if there are exposed studs, the exposed surface of said studs and the plane of the interior surface of the wall material between said studs.
- d. **Doors**: the plane of the an exterior surface of the door, door glass and door frames, jambs, hardware, threshold, flashing, weather stripping and caulking and the exterior moulding or trim handles, and locks, if any.
- e. **Windows**: the exterior surfaces of the glass, sash and window frames, mullions, muntins, sash, stiles, sills, hardware, flashing, exterior moulding or trim, if any, and caulking.
- f. **Pipe chases or other enclosures**: concealed pipes, wires or conduits within a Unit are a part of the Unit, but the pipes, wires, or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common area and facilities.

Unit 49 and Unit 50 each have common area access to the stairs and walkways, patio, and driveways outside of the respective Unit, all of which are shown on the Floor Plans and/or Phase Site Plan, both of which are recorded herewith.

**PHASE SITE PLAN
PHASE 50 UNIT 1
BELLA WOODS
2 YORKSHIRE DR., TEWKSBURY, MA**

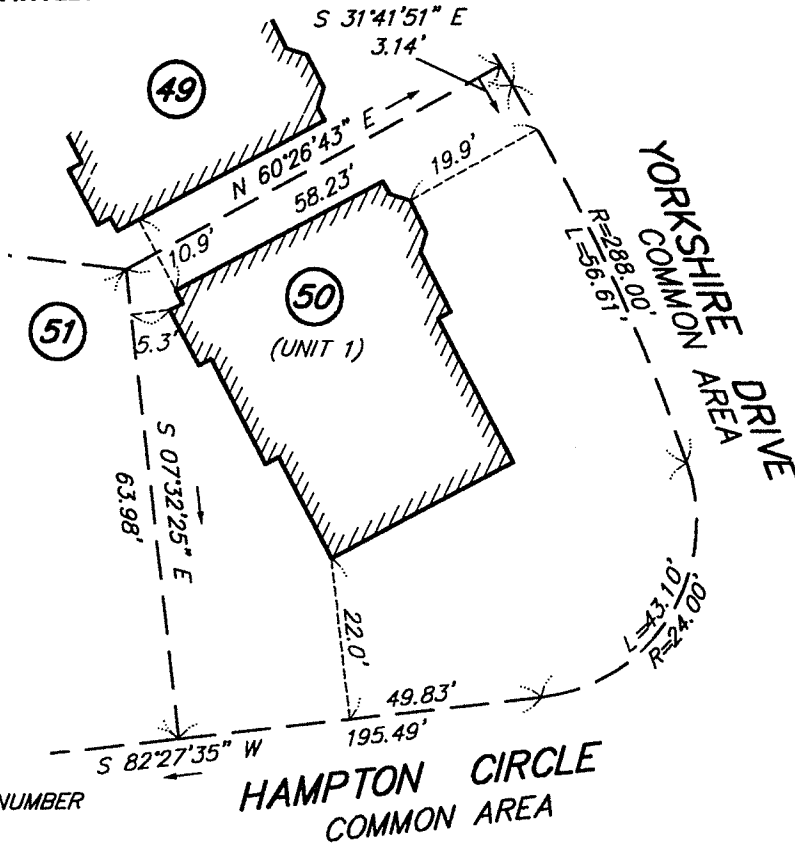
PREPARED BY:

**CUOCO
& CORMIER**
ENGINEERING ASSOCIATES, INC.

170 MAIN STREET - UNIT 212
TEWKSBURY, MA 01876
(978) 854-9807
www.cuocoandcormier.com

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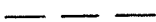
SCALE: 1" = 20'
20 0 20 40
AUG. 1, 2013
SCALE IN FEET



LEGEND



PHASE NUMBER



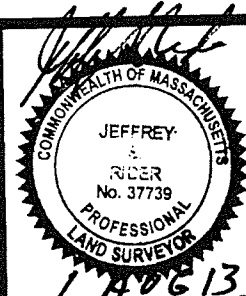
PHASE LIMIT



EXISTING FOUNDATION

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE UNIT NUMBER, PHASE NUMBER, AND THE UNIT'S LOCATION RELATIVE TO THE PHASE LINES AND THE IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS. THE PHASE LINES AND COMMON AREAS ARE THE SAME AS THOSE SHOWN ON THE RECORDED PHASE PLANS REFERENCED HEREON.

BOUNDARY INFORMATION TAKEN FROM: PHASING PLAN, BELLA WOODS, EAST STREET, TEWKSBURY, MA. TO BE RECORDED.



I:\and\Projects\8494A\FINAL\8494A-FNL-PHASE-SITE.DWG PHASE 50 8/1/2013 8:17:03 PM J. Rider TeWKsbury, MA RMR:MR