

DECLARATION AND BYLAWS OF THE  
EMERAL COURT CONDOMINIUM TRUST

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MASTER DEED



# DECLARATION AND BYLAWS OF THE EMERALD COURT CONDOMINIUM TRUST

Amended and Restated Declaration and Bylaws of the Emerald  
Court Condominium Trust.

First Special Amendment to Declaration and Bylaws of the  
Emerald Court Condominium Trust.

First Amendment to Amended and Restated Declaration and  
Bylaws of the Emerald Court Condominium Trust.

Certificate of Resolution of the Board of Trustee of the Emerald  
Court Condominium Trust.

Special Amendment to Amended and Restated Declaration and  
Bylaws of the Emerald Court Condominium Trust.





37



Bk: 16841 Pg: 1 Page: 1 of 37  
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AMENDED AND RESTATED  
DECLARATION AND BYLAWS OF THE  
EMERALD COURT CONDOMINIUM TRUST

INDEX

	PAGE
Article I. Name of Trust.....	3
Article II. The Trust and its Purpose.....	3
2.1    General Purposes .....	3
2.2    Definitions.....	3
2.3    Trust and Not Partnership .....	3
2.4    Property Held in Trust .....	4
Article III. The Trustees.....	4
3.1    Number of Trustees; Term of Office; Qualifications.....	4
3.2    Election of Trustees .....	5
3.3    Vacancies .....	5
3.4    Quorum and Action by Majority.....	6
3.5    Action by Consent of Trustees.....	6
3.6    Resignation and Removal of Trustees .....	6
3.7    Votes to be Cast for Trustees .....	7
3.8    No Bond by Trustees .....	7
3.9    Compensation of Trustees.....	7
3.10   No Liability if in Good Faith .....	7
3.11   Dealing with Trust Not Prohibited.....	7
3.12   Indemnity .....	7
Article IV. Beneficiaries, Beneficial Interest & Voting Power .....	8
4.1    Percentage Interests .....	8
4.2    Persons to Vote as Owners .....	8
4.3    Voting Power of the Owners.....	8
Article V. By-Laws .....	9
5.1    Powers and Duties of the Trustees.....	9
5.2    Maintenance and Repair of Units and Limited Common Areas and Facilities .....	12
5.3    Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses.....	13

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5.4	Common Expenses, Profits and Funds .....	14
5.5	Insurance .....	24
5.6	Rebuilding, Restoration and Condemnation .....	26
5.7	Improvements to Common Areas and Facilities.....	28
5.8	Determination of Trustees Subject to Arbitration.....	29
5.9	RESERVED .....	29
5.10	Rules, Regulations, Restrictions and Requirements .....	29
5.11	Manager .....	29
5.12	Meetings.....	30
5.13	Notices to Owners .....	30
5.14	Record Date .....	30
5.15	Order of Business.....	31
5.16	Voting at Meetings.....	31
5.17	Officers .....	31
5.18	Inspection of Books, Report to Owners .....	32
5.19	Checks, Notes, Drafts and Other Instruments.....	32
5.20	Seal.....	32
5.21	Fiscal Year .....	32
5.22	Removal from Condominium Law .....	32
5.23	Sale or Lease or Dwellings .....	33
5.24	Acquisition of Units by the Trustees .....	33
5.25	Water Use Charges .....	33
Article VI.	Rights and Obligations of Third Parties Dealing with the Trustees .....	33
6.1	Dealing with Trustees .....	33
6.2	Recourse Against Trustees.....	34
6.3	Instruments Subject to Trust Terms.....	34
6.4	Certifications by Trustees for Recording.....	34
Article VII.	Amendments and Termination.....	34
7.1	Amendment of Trust.....	34
7.2	Necessity for Recording Amendments, Alterations, Additions or Changes .....	35
7.3	Termination.....	35
7.4	Disposition of Property on Termination .....	35
Article VIII.	Construction & Interpretation; Waiver and Definition .....	36
8.1	Terms .....	36
8.2	Waiver.....	36
8.3	Conflicts.....	36
8.4	Severability .....	37

**AMENDED AND RESTATED  
EMERALD COURT  
CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this \_\_\_\_\_ day of January, 2004, by Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1 Tewksbury, Massachusetts 01876 (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

**ARTICLE I - NAME OF TRUST**

The trust created hereby shall be known as "EMERALD COURT CONDOMINIUM TRUST".

**ARTICLE II - THE TRUST AND ITS PURPOSE**

2.1 General Purpose. This Trust is created as the organization of Unit Owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter the "Act") for the purpose of managing and regulating EMERALD COURT CONDOMINIUM (hereinafter the "Condominium"), established by a Master Deed (hereinafter the "Master Deed") executed by Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1 Tewksbury, Massachusetts 01876, hereinafter called the Declarant, which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the condominium in accordance with the definition of Declarant contained in paragraph 1A of the Master Deed, dated the same date as the date of this Trust and recorded herewith.

The separate Trust Groups created pursuant to paragraphs 5.4.9, 5.4.17, and 5.4.25 hereof are created for the purpose of managing the maintenance and assessments related to the Limited Common Areas and Exclusive Use Areas ("EUA") associated with the three separate components of the Condominium, those being the Villa Home Unit, the Assisted Living Unit, and the Independent Living Congregate Unit components and the related Villa Home Units Group, Assisted Living Group, and Independent Living Congregate Units Group.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of the Act shall be applicable to this Trust. The term "Unit" shall have the same meaning as the term "Unit" as defined by Section 1 of the Act.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units in the Condominium.

The beneficial interest of each owner is set forth in Exhibit C to the Master Deed and made a part hereof (See Section 4.1 hereof), which interest is equal to the percentage undivided ownership of the Condominium as said percentage individual ownership interest may be amended from time to time.

### ARTICLE III - THE TRUSTEES

#### 3.1 Number of Trustees: Term of Office: Qualifications.

- (a) Except as hereinafter provided, after the term of Stonewood, LLC, the original Trustee named herein (the "Original Trustee"), shall cease to serve, there shall be at all times not less than three (3) nor more than nine (9) Trustees, (but in any event an odd number) such number to be determined from time to time by vote of Owners holding not less than fifty-one percent of the total voting power of the Owners hereunder, which voting power shall be exercised at any annual or special meeting of the Owners. Notwithstanding anything to the contrary in this instrument, and provided that such a unit type has been constructed on the Condominium Land and has been made a part of the Condominium, not less than one (1) Trustee shall be the Owner or designee of an Owner of a Villa Home Unit, not less than one (1) Trustee shall be the Owner or designee of an Owner of an Independent Living Congregate Unit, and not less than one (1) Trustee shall be a designee of the Owner of the Assisted Living Unit. As the various Units are expected to be constructed over a potentially extended period of time and phased into the Condominium, as provided in the Master Deed and this Declaration, the foregoing requirements for the selection of the Trustees shall not, of course, be effective for any particular unit type until such time as at least one such Unit has been completed and added as a Unit of the Condominium. Provided, however, that for five (5) years from the date of recording of the Master Deed the Original Trustee shall continue to serve for this period and until its successors have been elected and qualified. If the Original Trustee shall resign, become incapacitated or be unable or unwilling to serve as Trustee during this initial five (5) year period, then the Declarant or such person or entity as may succeed to the Declarant's position as developer of the Condominium (the Declarant and all such successors being hereinafter called the "Sponsor") shall appoint its successor to fill the remainder of such term. Upon the expiration of such five (5) year term, the office of the original Trustee or its successor as designated by the Sponsor shall be deemed vacant so as to permit such vacancy to be filled in the manner provided in Section 3.3 below. Until such vacancy has been filled, however, the Original Trustee or its successor as designated by the Sponsor may continue to act. The term of office of Trustees succeeding the original Trustee shall be a period of two (2) years and until their successors have been elected and qualified. The Trustees need not be Owners.

- (b) Notwithstanding anything to the contrary in this Trust contained, the Original Trustee shall resign no later than the earliest of the following events:
- (i) 120 days after 75% of the Villa Home Units and Independent Living Congregate Units have been conveyed to Unit purchasers; or
  - (ii) five (5) years following conveyance of the first Unit.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association ("FNMA"), necessitating the transfer of control of the Condominium to the Owners as above provided. For this purpose "Control" means the right of the Declarant to control the Owners' Association or its Trustees, the Condominium itself or the Owners in any manner except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold Units.

**3.2 Election of Trustees.** After the expiration of the term of the Original Trustee, the Trustees shall be elected by a vote of Owners holding not less than fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners. Provided that notwithstanding anything to the contrary in this instrument, not less than one (1) trustee shall be the Owner or designee of an Owner of a Villa Home Unit, not less than one (1) trustee shall be the owner or designee of an Owner of an Independent Living Congregate Unit, and not less than one (1) trustee shall be a designee of the Owner of the Assisted Living Unit. As the various Units are expected to be constructed over a potentially extended period of time and phased into the Condominium, as provided in the Master Deed and this Declaration, the foregoing requirements for the selection of the Trustees shall not, of course, be effective for any particular Unit type until such time as at least one such unit has been completed and added as a Unit of the Condominium. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Middlesex North District Registry of Deeds a certificate of election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Owners and have filed their written acceptances of election with the Secretary.

**3.3 Vacancies.** After the expiration of the term of the Original Trustee, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined by the Owners as provided in Section 3.1 hereof, a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Owners holding not less than fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual meeting or at any special meeting of the Owners called for the purpose of filling the vacancy. Each Trustee appointed to fill a vacancy shall promptly file with the Secretary of the Trust his written acceptance of appointment. Each such appointment to fill a vacancy shall be evidenced by recording with the Middlesex North District Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the new Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by vote of the Owners, and that he has filed his written acceptance of appointment with the Secretary. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, an interim Trustee or Trustees to fill such vacancy or vacancies may be appointed by majority vote of all remaining Trustees or, in

the alternative, by any court of competent jurisdiction upon the application of any Owner or Trustee after notice to all Owners and Trustees and to such others as the court may direct. Any appointment of an interim Trustee by such vote of the remaining Trustees shall become effective upon recording with said Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the interim Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by a vote of the Trustees. Any appointment of an interim Trustee by such court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of the court decree and of the acceptance of such appointment by the Trustee so appointed. Any Trustee appointed by the Owners to fill a vacancy shall serve for the remainder of the term of the Trustee whose vacancy he filled. Any interim Trustee appointed by the Trustees or by a court after the failure by the owners to fill the vacancy shall serve only until such time as the owners at any annual or special meeting elect a new Trustee (who may be the same person as the interim Trustee) to permanently fill the vacancy involved, provided that if the owners do not so elect a new Trustee to replace the interim Trustee, the interim Trustee shall serve for the remainder of the term of the Trustee whose vacancy he filled.

Notwithstanding the foregoing provisions of this section 3.3, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.4 Quorum and Action by Majority. During the term of the Original Trustee, the Trustees shall act by unanimous consent. Thereafter, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present. After the term of the Original Trustee, a quorum shall consist of a majority of the Trustees, but in no event less than two Trustees.

3.5 Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

3.6 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the Secretary of the Trust, who shall in turn transmit written notice of such resignation to each of the other Trustees. Such written resignation shall be recorded by the Secretary of the Trust at the Middlesex North District Registry of Deeds. After the expiration of the term of the Original Trustee, but not prior thereto, after reasonable notice and an opportunity to be heard, a Trustee may be removed from office for good cause relating to his performance (or his non-performance, as the case may be) of his duties as a Trustee by a vote of Owners holding at least fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners the notice of which shall specify that the removal shall be voted upon thereat. Any such removal shall be evidenced by the recording at the Middlesex North District Registry of Deeds of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the owners were cast for the removal.

3.7 Votes to be Cast for Trustees. As provided in Section 4.3 hereof, each Owner shall have voting power equal to his Unit's percentage of undivided beneficial interest hereunder as set forth in Exhibit C to the Master Deed as the same may be amended. The Declarant shall have voting power as an Owner for all unsold Units. The provisions setting forth the voting power of the Owners, including the Declarant, are contained in greater detail in said Section 4.3 hereof.

3.8 No Bond by Trustees. No Trustee elected or appointed as hereinbefore provided, whether as original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder; provided, however, that Owners holding at least fifty-one percent of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice; and provided further that any Trustee who is vested with authority or responsibility for handling funds belonging to or administered by the Trust shall be covered by a fidelity bond conforming to the requirements of Section 5.5.1(d) hereof. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.9 Compensation of Trustees. No Trustee shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.10 No Liability if in Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance or bad faith.

3.11 Dealing with Trust Not Prohibited. No Trustee or Owner (including but not limited to the Original Trustee) shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Owner shall be in any way interested be avoided, nor shall any Trustee or Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Owner's status, provided the Trustee or Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.12 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Owners against any liability incurred by them or any of them in good faith in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

## ARTICLE IV - BENEFICIARIES

### BENEFICIAL INTERESTS AND VOTING POWER

4.1 Percentage Interest. The beneficiaries shall be the Owners of the Condominium from time to time. The beneficial interest in the Trust shall be divided among the Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, which shall be identical to the Unit's percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed.

4.2 Persons to Vote as Owners. The beneficial interest of each Unit of the condominium shall be held as a Unit and shall not be divided among several Owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall (a) determine and designate which one of such Owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) 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, by majority vote, designate any one such Owner or other person for such purposes.

4.3 Voting Power of the Owners. Each Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided interest appertaining to his Unit as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to the provisions of paragraph 19 of its Master Deed. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, since the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in paragraph 19 of the Master Deed, the Declarant shall have the right to exercise such voting power as an Owner which shall, in each instance constitute a majority of any vote taken by the Owners. Therefore, the words "total voting power of the Owners" as used in the Master Deed and this Trust shall be equal to the sum of the voting power held by the Owners (including the Declarant) of the Units then included in the Condominium, taking into account the provisions of the prior sentence. Provided, however, that notwithstanding the foregoing, at such time as the Original Trustee shall resign, as is provided in Article III, Section 3.1(b) hereof, the voting power of the Owners shall be limited to that held by those Owners (including the Declarant with respect to Units owned by the Declarant) of Units included in the condominium, and no voting power may be exercised by the Declarant with respect to Units not then included in the Condominium. The express intent of the voting power as is herein set forth is to allow for the Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Owners organization, taking into due account the necessity for retention of control by the Declarant during the period of future development of the Condominium as a phased condominium.



## ARTICLE V - BY-LAWS

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of owners established hereby.

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by the Act, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect the assessments for Common Expenses, and, through the three separate Trust Groups referred to in paragraph 2.1 hereof and created pursuant to paragraphs 5.4.9, 5.4.17 and 5.4.25 hereof, to establish, levy and assess, and collect the assessments for VH - Common Expenses, IC - Common Expenses and AL - Common Expenses referred to in Sections 5.4 to S. 5.4.33 hereof.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities.

5.1.4 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by the Act, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Common Areas and Facilities.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Owners at the annual meeting of the Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium, provided that except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.6.5 and/or 5.6.1(b) hereof, the Trustees may not by act or by omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the

granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, or Exclusive Use Areas without the prior authorization of Owners holding at least 75% of the total voting power of the Owners hereunder and of at least two-thirds (based on one vote for each first mortgage owned) of all first mortgagees of record of Units in the Condominium.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Owners and mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Owners for any such purchase pursuant to Section 5.25 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Owners personally.

5.1.12 To establish committees from among the Owners, define their powers and duties and appoint and remove their members.

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under and over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

5.1.15 To receive notice, review and approve (a) certain modifications or additions to the building(s) as referred to in subparagraph 9(b) of the Master Deed (and limited in scope as provided therein); (b) any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities, and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

5.1.16 To enforce obligations of the Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium. The Trustees shall have the power to levy fines against Owners for violations of the provision of the Master Deed, this Trust, the By-Laws and Rules and Regulations hereto.

The Trustees shall give notice to any Owner of a violation of any rule or regulation prior to fining said Owner. No fine may be levied for more than \$15.00 for each of the first 30 days of one violation, \$25.00 for each of the second 30 days of any one violation, and \$50.00 for each day that said violation continues thereafter. Such fine shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expenses owed by the particular Owner or Owners.

5.1.17 To operate, maintain, repair and replace all site-specific utilities and infrastructure.

5.1.18 To enter into, consent to and/or join in a Conservation Restriction affecting a portion of the common area of the condominium, pursuant to the Order of Conditions issued by the Tewksbury Conservation Commission dated April 19, 2002 and recorded with the Middlesex North District Registry of Deeds at Book 13007, Page 135 and filed with the Land Court as Document Number 204532.

5.1.19 RESERVED

5.1.20 To maintain and repair the drainage control structures including the detention and retention areas and wetland replacement areas outside the legal right of way.

5.1.21 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for Common Expenses.
- (c) The power to adopt, revise, modify and rescind the Condominium Rules and Regulations.
- (d) The powers and duties described in Sections 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15, 5.1.16, 5.1.17, 5.1.18, 5.1.19, 5.1.20, and 5.1.21 above.

5.1.22 Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed, and this Trust. Notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty (80%) per cent of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative

consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations, the provisions of this Section 5.1.22 shall not be amended except by vote of at least eighty (80%) per cent of Unit Owners. The provisions of this Section 5.1.22 shall not apply to litigation by the Condominium Trust against Unit owners with respect to the recovery of overdue Common Expenses, VH - Common Expenses or IC - Common Expenses or AL - Common Expenses, or Special Assessments, or to foreclose the lien provided by Section 6 of the Act or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or Rules and Regulations thereto, or the Unit deed, against Unit Owners.

## 5.2 Maintenance and Repair of Units, Limited Common Areas

- 5.2.1 (a) Each Owner shall be solely responsible for the proper maintenance, repair and replacement of the interior of his Unit and those utility fixtures and installations including heating, hot water and air conditioning equipment and systems serving his Unit which are not part of the Common Areas and Facilities, as well as (a) any improvements made by an Owner to his Unit or, if allowed, to his EUA; (b) any other EUA appurtenant to his Unit which may be specifically designated by the Declarant as the responsibility of the Owner to maintain and repair in any amendment to the Master Deed adding future phase(s) to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed. Each Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.
- (b) No noxious or offensive activity shall be carried on upon any EUA or in any Unit or appurtenant Limited Common Area.
- (c) No Independent Living Congregate Unit, Villa Home Unit, Limited Common Area or EUA appurtenant to a Villa Home Unit shall be used except for residential use.
- (d) Ordinary and usual domestic dogs, cats and birds may be kept by any Owner or Occupant of an Independent Living Congregate Unit or Villa Home Unit during such time as said unit is actually occupied by the owner of the pet, provided, however, that only one dog or one cat is permitted per Unit and no pet may exceed thirty-five (35) pounds. No such pet shall be permitted in any part of the Condominium (other than within the Unit of the Owner thereof) unless carried or on a leash. After due notice and hearing, the Trustees may require any pet which has been habitually guilty of annoying or harassing any other Unit Owner or Occupant, to be disposed of. Pets shall be permitted in the Assisted Living Unit subject to such restriction as the owner of the Assisted Living Unit may promulgate.
- (e) No trailer, Recreational Vehicle (RV), tent, shack, garage, barn or other out-building shall be erected at any time on an EUA, or any Limited

Common Area appurtenant to a Villa Home Unit or the Independent Living Congregate Unit Building.

- (f) In the event of destruction of a Villa Home Unit by fire or other casualty, the replacement Villa Home Unit shall be equal in size and dimensions to the original building.
- (g) No garage, porch, bay window, terrace, fence, garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA, Limited Common Area appurtenant to a Villa Home Unit, or the Independent Living Congregate Unit Building without the express written consent of the Trustees or as allowed in the Master Deed.
- (h) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any EUA, Limited Common Area appurtenant to a Villa Home Unit, or the Independent Living Congregate Unit Building nor shall any "for sale" or "for rent" or "for lease" be permitted therein except by the Declarant, or as allowed in the Master Deed.
- (i) The Garage portions of Villa Home Units may be used to house private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the garage in which the same are used (except when actually being transported). Garages shall not be used for human habitation, nor shall garages be converted into living or other accessory use without the prior written consent of the Trustees. In any event, the exterior doors to garages shall be kept closed at all times except when vehicles or persons are in actual transit to or from the garage. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.
- (j) No in ground or above-ground swimming pool shall be installed on any portion of the Condominium.
- (k) Except as may be provided by law, no so-called "satellite" dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and

replacement of the Common Areas and Facilities of the Condominium. The Trustees shall also be responsible for the proper maintenance, repair and replacement of the Limited Common Area and EUA of the Condominium, subject to any provisions with respect to Limited Common Areas or EUA to the contrary set forth in this Trust, the Master Deed, or any amendments thereto and, subject to assessment of the expenses related to Limited Common Areas and EUA through the sub-groups of the Condominium as set forth elsewhere herein. Such responsibilities are subject to the provisions of Section 5.6 hereof with respect to repairs and replacements necessitated because of casualty loss or a taking under the powers of eminent domain. A majority of the Trustees or the Manager, or any others who may be designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.4 hereof; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of an Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit and/or Limited Common Area appurtenant thereto which he is responsible to maintain and repair, the expenses of such maintenance, repair and replacement may be charged to the particular Owner as a Common Expense by the Trustees and it shall be payable to the Trustees on demand.

5.3.1 The Trustees shall have the obligation and duty to treat each of the buildings in the Condominium with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of the Condominium, so that the Common Areas in the vicinity of each Building shall be equally well maintained, but shall have no responsibility or right to make any repair or replacement to a Unit, except as may be set forth in the Master Deed or elsewhere herein.

5.4 General Common Expenses, Profits and Funds. The Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Exhibit C to the Master Deed as said Exhibit C may be hereinafter amended as additional phase(s) are added to the Condominium, provided, however, that each Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Sections 5.6 and 5.7 for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

The Common Expenses of EMERALD COURT CONDOMINIUM TRUST shall include all expenses and charges relating to the operation, maintenance, repair, replacement and financing of the roadways within the condominium, the walking paths and amenities located within the Common Areas (if any), as well as any fines and penalties assessed against the Trust by public agencies for violations of applicable statutes and regulations related to the common areas and facilities. The payments of all charges herein shall be made part of the monthly condominium fee.

Club House Facility- It is expected that a Club House Facility will be constructed in certain portions of the Independent Living Congregate Unit Buildings, as set forth in the Plans. Notwithstanding anything to the contrary in the Master Deed or in the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, once constructed, the Club House Facility, access thereto and all utilities and rights necessary or convenient in connection therewith, shall be part of the Common Area of the Condominium, open to use by Owners and lawful occupants of all Units. The obligation to maintain, repair and replace the Club House Facility and all expenses associated therewith, shall be treated as Common Expenses and assessed in that manner. The Club House Facility shall be excluded from the Independent Living Congregate Unit Limited Common Area and shall be deemed to be Common Area of the Condominium for all purposes.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Common Expenses shall include all amounts necessary in the judgment of the Trustees to adequately fund the use, operation, maintenance, repair and replacement of the Common Areas and Limited Common Areas including, without limitation, the maintenance and repair of the roadways and General Common Areas, including amenities located therein, if any. The Trustees shall promptly render statements to the Owners for their respective shares of such assessment, according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in Schedule C to the Master Deed, as the same may be amended), and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.2 Each Owner shall be personally liable for those Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall be personally liable for the payment of Common Expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such

assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.3 In the event of default by any Owner in paying to the Trustees his Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses. The Trustees shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. Subject to the provisions of Section 5.25 hereof, the Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its Appurtenant Interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.5 The Trustees shall expend common funds only for Common Expenses and lawful purposes permitted hereby and by the provisions of the Act.

5.4.6 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Unit under a contract of sale or a Unit mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid Common Expenses which do not appear in said certificate. During the term of the Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.7 With respect to Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.8 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any



sums due, whether they be for Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.9 VH - Common Expenses/Villa Home Units Group. As set forth in the Master Deed, the Condominium consists in part of Villa Home Units, and under the phasing provisions set forth in the Master Deed, may ultimately consist of Ninety-Three (93) Villa Home Units, and will also contain Independent Living Congregate Units and the Assisted Living Unit. As the result of the foregoing configuration, the Villa Home Units will have different requirements than the Independent Living Congregate Units and the Assisted Living Unit. In order to provide for these different requirements, a subsection of the Emerald Court Condominium Trust is hereby created, which subsection shall be known as the Villa Home Units Group. Stonewood shall be deemed the sole Trustee of the Villa Home Units Group until such time as Stonewood no longer owns any Villa Home Units nor holds any development rights in and to the Emerald Court Condominium to construct or add any Villa Home Units to the Condominium. At such time as Stonewood is no longer deemed the Trustee, the provisions of Article III hereof shall apply to the Trustees of the Villa Home Units Group except that only Villa Home Units Unit Owners shall be allowed to vote and voting rights shall be based on the Villa Home Units Group Percentage Interest contained in Exhibit C to the Master Deed, as most recently amended.

The Trustee(s) of the Villa Home Units Group shall be entitled and obligated to levy assessments against Owners of Villa Home Units, hereinafter called the "VH - Common Expenses", in addition to the General Common Expenses set forth in Section 5.4 - 5.4.8, and not in substitution therefor. The amount of VH - Common Expenses shall be determined by dividing the VH - Budget by the number of Villa Home Units then extant and included in the Condominium. The VH - Budget shall be comprised of all items necessary for the operation and maintenance of the Villa Home Units Exclusive Use Areas and Limited Common Area, including those portions of the Villa Home Units buildings which are not part of any Unit.

The judgment of the Trustees of the Villa Home Units Group as to whether a particular item or amount is properly allocable to the VH Budget shall be conclusive if made in good faith.

5.4.10 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees of the Villa Home Units Group shall estimate the VH - Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees of the Villa Home Units Group shall promptly render statements to the Owners for their respective shares of such assessment, according to VH - Percentages (as set forth in Schedule C to the Master Deed, as the same may be amended), and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees of the Villa Home Units Group shall determine during any fiscal year that the assessment so made is less than the VH - Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental

assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees of the Villa Home Units Group may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.11 Each Owner of a Villa Home Unit shall be personally liable for those VH - Common Expenses assessed against his Villa Home Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the VH- Common Expenses assessed against his Villa Home Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Villa Home Unit. A purchaser of a Villa Home Unit shall be personally liable for the payment of VH - Common Expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Villa Home Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Villa Home Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Villa Home Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Villa Home Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Villa Home Units including the mortgaged Villa Home Unit).

5.4.12 In the event of default by any Owner of a Villa Home Unit in paying to the Trustees of the Villa Home Units Group his VH - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees of the Villa Home Units Group in any proceeding brought to collect such unpaid VH- Common Expenses. The Trustees of the Villa Home Units Group shall have the right and duty to attempt to recover such VH - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Villa Home Unit as provided in Section 6 of the Act.

5.4.13 After a successful action brought by the Trustees of the Villa Home Units Group to foreclose a lien on a Villa Home Unit because of unpaid VH - Common Expenses, an Owner allowed by the Trustees of the Villa Home Units Group to remain in his Villa Home Unit for a period of time may, at the option of said Trustees, be required to pay rental for the use of his Villa Home Unit. The Trustees of the Villa Home Units Group acting on behalf of all Villa Home Unit Owners, shall have power to purchase such Villa Home Unit, together with its appurtenant interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid VH - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.14 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Villa Home Unit under a contract of sale or a Villa Home Unit mortgagee, addressed to the Trustees of the Villa Home Units Group and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in

recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for VH -Common Expenses against the Villa Home Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees of the Villa Home Units Group who then appear to be serving according to the records of said Registry of Deeds, the Villa Home Unit involved shall be discharged from any lien for unpaid VH - Common Expenses which do not appear in said certificate. During Stonewood's term as Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.15 With respect to VH - Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to said Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees of the Villa Home Units Group to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to said Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.16 In the event that the Trustees of the Villa Home Units Group shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for VH - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the Condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of said Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.17 IC - Common Expenses. As set forth in the Master Deed, the Condominium will also include Independent Living Congregate Units. The Trustees of the Independent Living Congregate Group shall promulgate a budget (the "IC - Budget") which shall consist of all items properly (in the good faith judgment of the Trustees) attributable to the Independent Living Congregate Unit Building(s) and the EUA and/or Limited Common Area appurtenant thereto, or which serve the Independent Living Congregate Unit Building(s) and the EUA and/or Limited Common Area appurtenant thereto. The Trustees of the Independent Living Congregate Group shall assess, against each Independent Living Congregate Unit, a charge called the "IC - Common Expenses" which shall be calculated by dividing the IC - Budget by the number of Independent Living Congregate Units then extant and included in the Condominium.

5.4.18 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the IC - Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Independent Living Congregate Unit Owners for their respective shares of such assessment, according to their respective IC - Percentages (as set forth in Schedule C to the Master Deed, as the same may be amended), and such statements shall, unless otherwise provided herein, be due

and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the IC - Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Independent Living Congregate Unit Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.19 Each Independent Living Congregate Unit Owner shall be personally liable for those IC - Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the IC - Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Independent Living Congregate Unit shall be personally liable for the payment of IC - Common Expenses assessed and due, but unpaid, on account of such Independent Living Congregate Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Independent Living Congregate Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.20 In the event of default by any Independent Living Congregate Unit Owner in paying to the Trustees his IC - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid IC - Common Expenses. The Trustees shall have the right and duty to attempt to recover such B - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.21 After a successful action brought by the Trustees of the Independent Congregate Living Group to foreclose a lien on a Unit because of unpaid IC - Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. The Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its appurtenant interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid ID - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.22 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Independent Living Congregate Unit under a contract of sale or a Unit mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Ten

Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for IC - common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid IC - Common Expenses which do not appear in said certificate. During the term of the Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.23 With respect to IC - Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.24 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for IC - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.25 AL - Common Expenses. As set forth in the Master Deed, the Condominium will also include an Assisted Living Unit. The Trustee of the Assisted Living Group shall promulgate a budget (the "AL - Budget") which shall consist of all items properly (in the good faith judgment of the Trustee) attributable to the Assisted Living Unit and the EUA and/or Limited Common Area appurtenant thereto, or which serve the Assisted Living Unit and the EUA and/or Limited Common Area appurtenant thereto. The Trustee shall assess, against the Assisted Living Unit, a charge called the "AL - Common Expenses" which shall be equal to the AL - Budget.

5.4.26 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustee of the Assisted Living Group shall estimate the AL - Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustee shall promptly render statements to the Assisted Living Unit for his respective share of such assessment and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustee shall determine during any fiscal year that the assessment so made is less than the AL - Common Expenses actually incurred, or in the reasonable opinion of the Trustee likely to be incurred, he or she shall make a supplemental assessment or assessments and render statements for such assessments in

the same manner as is done for annual assessments. The Trustee may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Assisted Living Unit, pursuant to the provisions of Section 6 of the Act.

5.4.27 The Assisted Living Unit Owner shall be personally liable for those AL - Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the AL - Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of the Assisted Living Unit shall be personally liable for the payment of AL - Common Expenses assessed and due, but unpaid, on account of such Assisted Living Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) the purchaser of the Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Independent Living Congregate Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.28 In the event of default by the Assisted Living Unit Owner in paying to the Trustee his AL - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustee in any proceeding brought to collect such unpaid AL - Common Expenses. The Trustee shall have the right and duty to attempt to recover such AL - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.29 After a successful action brought by the Trustees to foreclose a lien on the Assisted Living Unit because of unpaid AL - Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. The Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its Appurtenant Interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid AL - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.30 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of the Assisted Living Unit under a contract of sale or a Unit mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for AL - common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the

Unit involved shall be discharged from any lien for unpaid AL - Common Expenses which do not appear in said certificate. During the term of the Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.31 With respect to AL - Common Expense assessments which are payable in monthly installments, the Assisted Living Unit Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.32 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against the Assisted Living Unit Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for AL - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.33 Summary. All Owners of condominium Units in the Condominium, including Owners of Villa Home Units, the Owners of the Independent Living Congregate Units, and the Owner of the Assisted Living Unit, shall be obligated to pay General Common Expenses as set forth in Section 5.4 through 5.4.8 hereof, specifically including, but not limited to amounts necessary for the operation, maintenance, use, repair and replacement of the General Common Areas and Amenities, Condominium Roadways, and the Club House Facility, including insurance and various reserves as set forth hereinabove. In addition to Common Expenses referred to in the immediately preceding sentence, and not in substitution therefor, Owners of Villa Home Units, shall also be obligated to pay VH - Common Expenses as set forth in Section 5.4.9 through 5.4.16 hereof; and Owners of Independent Living Congregate Units shall be obligated to pay IC - Common Expenses as set forth in Sections 5.4.25 through 5.4.32 hereof, and the Owner of the Assisted Living Unit shall be obligated to pay AL - Common Expenses as set forth in Sections 5.4.17 through 5.4.8 hereof. Therefore, all Owners of condominium Units, whether Villa Home Units, Independent Living Congregate Units, or the Assisted Living Unit shall be obligated to pay General Common Expenses as set forth in Sections 5.4.17 through 5.4.24 hereof, and in addition thereto, either VH - Common Expenses or IC- Common Expenses or AL - Common Expenses, depending upon whether their Condominium Unit is a Villa Home Unit, Independent Living Congregate Unit, or the Assisted Living Unit. The Trustees of the Condominium Trust shall have all of the rights and remedies (specifically including but not limited to the so-called "superlien") to collect General Common Expenses, and the Trustees of each respective Group shall have all of the rights and remedies (specifically including but not limited to the so-called "superlien") to collect VH - Common Expenses, IC - Common Expenses, and AL - Common Expenses as set forth in Section 6 of the Act, and to the same extent and with the same remedies set forth in said Section 6 of the Act, as if VH - Common Expenses IC - Common Expenses and AL - Common Expenses were denominated merely as Common

Expenses. To the extent necessary for the collection thereof under the provisions of Section 6 of the Act, the Trustees of each respective Group shall have the right to treat VH - Common Expenses, IC - Common Expenses, and AL - Common Expenses in the manner set forth in clause (ii) of subsection (a) of said Section 6 of the Act.

## 5.5 Insurance.

5.5.1 Insurance Coverages to be Obtained. The Trustees of the Emerald Court Condominium Trust and the Trustees of each Unit Group shall, obtain and maintain, to the extent obtainable, the following insurance covering, in each instance, the Common Areas, Building(s), Fixtures, Amenities and Facilities for which each is responsible:

- (a) Fire insurance with extended coverage and vandalism and malicious mischief endorsements insuring the Common Areas and Facilities in the Condominium, including without limitation all such portions of the interior of Buildings within such Common Areas and Facilities as are for insurance purposes normally deemed to constitute part of the Building and are customarily covered by such insurance such as heating, hot water, air conditioning and other service machinery, interior walls, all finished wall surfaces and plumbing and lighting fixtures. Such insurance shall be in an amount at least equal to 100% of the replacement value of the property so covered, shall include coverage for costs of debris removal and demolition and shall be payable to the Trustees as Insurance Trustees for the Owners and their mortgagees, as their respective interests may appear. Also, if sprinkler systems are located in any of the Buildings and structures, sprinkler leakage coverage shall be obtained and if steam boilers are in operation in the Condominium, broad form boiler and machinery insurance in limits of at least \$100,000.00 per accident per location shall be obtained.
- (b) Public liability insurance in such amounts as the Trustee may from time to time determine, but in no event shall the limits of liability under such insurance be less than One Million Dollars (\$1,000,000.00) for bodily injury (both on a per person and per occurrence basis) and/or property damage, insuring the Trustee, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and all Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Unit, or EUA appurtenant to the Unit it being the Owner's obligation to provide such coverage.
- (c) Worker's Compensation insurance as required by law.
- (d) The Trustees shall obtain adequate fidelity bonds for all officers, employees and agents of the Condominium who handle or are responsible for Condominium funds. The fidelity bond shall cover the maximum amount of funds that will be in the custody of the Trust or its management agent at any time while the bond is in force.



- (e) Such other insurance as the Trustees may from time to time determine.

5.5.2 General Insurance Provisions. These provisions are applicable to the Trustees of the Emerald Court Condominium Trust as well as the Trustees of the Villa Home Units Group, the Trustees of the Independent Living Congregate Units Group, and the Trustee of the Assisted Living Group separately as to any separate policies of insurance which each Trustee may obtain, and jointly as to the policy or policies which the Trustees may obtain in common.

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.5.1 above in order to meet the coverage requirements thereof.
- (b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of any act or neglect by any of the owners or other persons over which the Trustees have "no control" or by failure of the Trustees to comply with any warranty on any portion of the Condominium over which the Trustees have "no control"; (3) provide that such policies may not be canceled or substantially modified without at least thirty (30) days' advance written notice to all of the insureds thereunder, all mortgagees of Unit in the Condominium and any other named insureds; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Owners or their mortgagees; (5) exclude policies obtained by individual Owners from consideration under any "no other insurance" clause; and (6) in the case of fire and other hazard insurance, provide that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and/or the service(s) for the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or like entity which may have loans with respect to the condominium, nor may such option be exercised where it would conflict with any applicable requirement of law.
- (c) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed with the Trustees.

- (d) Each Owner shall obtain insurance for his own benefit and at his own expense insuring his Unit, all personal property presently or hereafter located in his Unit and all improvements to his Unit. Each such policy of insurance obtained by an Owner must contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees.

5.5.3. The Trustees, as insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extent, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a Common Expense.

5.5.5 Certificates of insurance with proper mortgagee endorsement, when requested, shall be issued to each Owner and his mortgagee(s).

5.5.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if an Owner by virtue of any activities he conducts in his Unit causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional Common Expense attributable to his Unit.

5.5.7 Each Owner hereby waives, discharges and releases all claims and rights of recovery against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by such owner for his own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

## 5.6 Rebuilding, Restoration and Condemnation.

5.6.1 In the event of any casualty loss to the Common Areas and Facilities or any Unit, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Owners of such determination.

- (a) Notwithstanding anything to the contrary contained herein or in the Master Deed, in the event of a total or partial loss of a single Unit, the Owner shall have the absolute right to repair or replace said Unit subject to Section 5.9 herein.
- (b) If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged area, and disburse the

proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate retainage.

- (c) If such loss as so determined exceeds ten percent (10%) of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five (75%) or more of the Owners do not agree to proceed with repair or restoration, each Owner's proportionate share of the insurance with respect to the Common Areas and Facilities based upon his Unit's respective undivided ownership interest in said Common Areas and Facilities, together with the proportion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Lot due to the casualty, shall, to the extent permitted by law, be divided among the Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Owners, and the Condominium shall be subject to partition at the suit of any Owner. Such suit shall be subject to partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the owners in proportion to their Unit's undivided interests in the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the owners. If, on the other hand, seventy-five percent (75%) or more of the Owners agree to proceed with the necessary repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriated progress payments and with appropriate progress retainage.

5.6.2 In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Owners, as a Common Expense, the amount in excess of available insurance proceeds necessary to cover the cost of repairing or restoring improvements to a Unit, which improvements exceed a value of \$1,000.00 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2(e) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that if the casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Owner not agreeing as provided in said Section 5.6.1(b) to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

5.6.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained the proceeds of insurance.

5.6.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and

the Owners of the damaged Unit, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit and shall then be paid over to the Trustees and/or each Owner entitled to a share.

5.6.5 In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Sections 5.6.1 through 6.5.4 hereof shall apply as if the taking were a casualty loss with the proceeds of an insurance settlement if the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units or their appurtenant EUA's, such allocation shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1 through 5.6.4.

#### 5.7 Improvements to Common Areas and Facilities.

5.7.1. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by twenty-five percent or more of the Owners to make any such improvement, the Trustees shall submit to all Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made to make the same; and (b) a copy of the provisions of Section 18 of Chapter 183A. Notwithstanding the foregoing, so long as the Declarant has beneficial interest hereunder, the Trustees shall not submit the aforementioned documents to the Owners unless the request for improvements is also joined in by the Declarant. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by fifty-one percent of the Owners, or (b) the expiration of six (6) months after such agreement was first submitted to the Owners, the Trustees shall notify all Owners of the aggregate percentage of Owners who have then signed such agreement. If the percentage of agreeing owners equals or exceeds seventy-five percent, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a Common Expense, provided, however, that if such improvement costs are in excess of ten percent of the then value of the Condominium, any Owners not agreeing to the improvement may apply to the Middlesex Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchases shall be a Common Expense. If the percentage of agreeing Owners equals or exceeds fifty percent, but is less than seventy five-percent, the Trustees may, with the agreement of those Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a Common Expense to such agreeing Owners only.

5.7.2 If and whenever any Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium which is not within the EUA appurtenant to his Unit at such Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Owner proposing the same, without the consent or approval of other Owners, subject to such contractual undertakings of the Owner proposing such improvements as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Determination of Trustees Subject to Arbitration. Notwithstanding anything in Section 5.6 or Section 5.7 contained, (a) in the event that any Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.6 or Section 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting owner or Owners, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association then prevailing; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated therewith.

5.9 RESERVED

5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.

The Trustees shall have the power to enforce the Master Deed, Condominium Trust, these By-laws and the Rules and Regulations adopted pursuant hereto, and shall have the power to levy fines against the Owners for violations thereof, as set forth in Section 5.1.16 hereof. Fines may be enforced against the Owner or Owners involved as a Common Expense owed by the particular Owner or Owners. In the case of persistent violation of the Rules and Regulations by a Owner, the Trustees shall have the power to require such Owner to post a bond to secure adherence to the Master Deed, Condominium Trust, By-Laws and Rules and Regulations and shall have the right to bring an action against such Owner to enjoin him from such course of conduct. The Owner shall be responsible for all reasonable costs and expenses incurred by the parties in connection with any action so taken. Any actions commenced hereunder shall be subject to the provisions of section 5.4.8. A majority vote of Owners at a meeting held in compliance with Article IV of this Trust may overrule the Trustees.

5.11 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

## 5.12 Meetings.

5.12.1 The Trustees shall meet annually on the date of the annual meeting of the Owners and at such meeting shall elect the Chairman, Treasurer and Secretary. Other meetings of the Trustees may be called by the Chairman and shall be called upon the written request of a majority of the Trustees, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three days before such meeting to each of the Trustees.

5.12.2 There shall be an annual meeting of the Owners on the second Saturday in March of each year, commencing with the year 2004, at 10:00 a.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Owners at least seven days prior to the date so designated. Special meetings of the Owners may be called at any time by the Trustees, upon the written request of owners holding at least 33-1/3 percent of the beneficial interest. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least fourteen days prior to the date so designated. At the annual meeting of the Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever, at any meeting the Trustees propose to submit to the Owners any matter with respect to which approval of or action by the Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders at least fifty-one (51%) percent of the total voting power of the Owners present in person or represented at any meeting of the Owners, shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting. Unless a greater vote of the Owners shall be required by the provisions of the Act, the Master Deed or this Trust, a vote of at least fifty-one (51%) percent of the voting power present in person or by proxy at a meeting of the Owners at which a quorum is present shall be sufficient to transact the business of the Owners, provided always that the Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor make the Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Owners is authorized by the affirmative vote of at least two-thirds of the total voting power of the Owners.

5.13 Notices to Owners. Every notice to any Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Owner by leaving such notice at his Unit in the Condominium or by mailing it, postage prepaid, and addressed to such Owner at such address as may appear upon the records of the Trustees.

5.14 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Owners, fix in advance a time as a record date for determining the Owners having a right to notice of and to vote at such meeting, and in such case only Owners of record on such record date shall have such rights, notwithstanding any transfer by an Owner of

his interest in his Units after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Owners is given.

5.15 Order of Business. The order of business at all meetings of Owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Trustees.
- (f) Report of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of Trustees (when required).
- (i) Unfinished business.
- (j) New business.

5.16 Voting at Meetings. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Units involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of his Unit. A proxy may be revoked by notice given by any Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time may determine. If the number of Trustees shall be less than three, any one Trustee may hold more than one office.

5.17.2 Election and Qualification. The officers shall be selected by vote of a majority of the Trustees at their regular annual meeting, or in the event that the Annual Meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers shall hold office for a term of one year or until their successors are elected and qualified.

5.17.4 Resignation and Removal. Any officer may resign at any time by written notice to the Chairman or the Secretary which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by a vote of a majority of the Trustees, provided that if removal for cause the removal shall be postponed, and the officer involved shall be granted the opportunity to be heard by the Trustees.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.17.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

5.17.6 Chairman. The Chairman shall preside at all meetings of the Trustees and of the Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.17.7 Secretary. The Secretary shall record the votes and keep the minutes of all meeting of the Trustees and of the Owners in a book or books to be kept for that purpose, the names of all Owners together with their addresses as registered by such Owners, and shall have such other powers and duties as may be delegated from time to time.

5.17.8 Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.18 Inspection of Books, Report to Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.19 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.20 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, and the Trustees, may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.21 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

5.22 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, owners holding one hundred percent (100%) of the total voting power of the



Owners as provided in Paragraph 7.3 herein shall be required to approve the removal of the Condominium described herein from the provisions of the Act, and thereafter the provisions of Section 19 of said the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest hereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units as provide for in paragraph 7.3 herein, shall also be required for such removal, all as provided in said Section 19 of the Act.

5.23 Sale or Lease of Units. Subject to such restriction as may otherwise be set forth in the Master Deed or in the Trust and Bylaws, an Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Owner in any Unit(s) theretofore acquired by the Trustees or their designee, on behalf of all Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such owner in any other assets of the Condominium (hereinbefore and hereinafter collectively called "Appurtenant Interests"). However, no Owner shall execute any deed, lease, mortgage, or other instruments conveying or mortgaging title to or an interest in his Unit(s) without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit(s) may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit(s) to which such interests are appurtenant, or as a part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Unit(s).

5.24 Acquisition of Units by the Trustees. With the approval of Owners holding at least seventy-five percent of the total voting power of the Owners under this Trust, the Trustees may acquire a Unit using funds from the working capital and Common Expenses in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Owner in proportion to his percentage of beneficial interest as set forth in Exhibit C to the Master Deed, as a Common Expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

5.25 Water Use Charges. Water shall be provided by the municipality to the Condominium through individual Unit meters and shall be paid by the Owners directly to the Municipality and shall not be a Common Expense of the Condominium.

#### ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Middlesex North District Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or

any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or for any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Owners under the provisions of the Act.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligations, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Middlesex North District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

## ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustees, with the consent in writing of Owners of Units holding at least seventy-five percent of the total voting power of the Owners, may at any time

and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees, first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Units as set forth in the Master Deed, as said Master Deed may be hereafter amended to add new phase(s) to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed; or

7.1.2 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of the Act.

7.1.3 It would cause provisions of this Trust to fail to comply with the requirements of the Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC") with respect to condominium mortgage loans.

7.1.4 It would be contrary or inconsistent with any state, federal, or municipal law, including, without limitation, the Tewksbury Zoning By-Law and Health Code.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of the ARTICLE VII shall become effective upon the recording with the Middlesex North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of said law, as it may be modified by Section 5.23 of this Trust, and further provided that on or before the date set for termination, (a) written consents to the termination are obtained from the holders of liens upon the common land and any of the Units, and (b) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies. Termination pursuant to this Article shall become effective upon the recording with the Registry of Deeds of the aforementioned instrument signed by the Owners authorizing termination and the consents of the lien holders.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Act, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at

valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

#### ARTICLE VIII - CONSTRUCTION AND INTERPRETATION; WAIVER AND DEFINITION

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include female and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context.

The cover, title, index, headings of different parts hereof and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of an owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or ByLaw shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any this Trust shall be invalid or shall conflict with the Act, as amended, of the General Laws of Massachusetts or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules on construction shall be used:

8.3.1 In the event of a conflict between the Trust and the Act, as amended, the provisions of the Act shall control;

8.3.2 In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;

8.3.4 In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA"), the more stringent of the requirements of FHLMC or FNMA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed 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 unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, Stonewood, LLC, as Original Trustee, has executed the foregoing instrument as a sealed instrument this 27 day of January, 2004.

Stonewood, LLC

By: Maureen F. DiPalma  
Maureen F. DiPalma, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

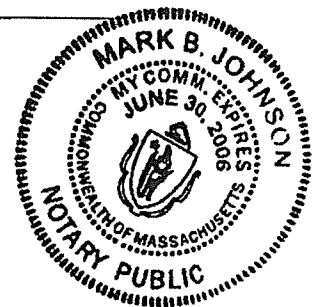
On this 27 day of January, 2004 before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

END OF DOCUMENT

Richard P. Howe Jr.

Page 37

Mark B. Johnson  
6/30/06





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FIRST SPECIAL AMENDMENT TO DECLARATION AND BYLAWS  
OF THE EMERALD COURT CONDOMINIUM TRUST

(Pursuant to ¶ 19 of the Master Deed of Emerald Court Condominium)

WHEREAS STONEWOOD LLC, a Massachusetts Limited Liability Company having a usual place of business in Tewksbury, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Tewksbury, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1, as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 17, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16840 Page 249, as affected by First Phasing Amendment to Master Deed, dated February 6, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841 Page 38, as affected by First Special Amendment to Master Deed of Emerald Court Condominium recorded in Book 16990, Page 293, as affected by Second Phasing Amendment adding Phase 3 recorded in Book 16990, Page 284, as affected by Third Phasing Amendment adding Phase 4 recorded in Book 17452, Page 97, as affected by Fourth Phasing Amendment adding Phase 5 recorded in Book 17578, Page 43, as affected by Fifth Phasing Amendment adding Phase 6 recorded in Book 17799, Page 258, establishing EMERALD COURT CONDOMINIUM; and

WHEREAS, Paragraph 19(e) of said Master Deed sets forth the manner in which said Trust may be amended to bring the Trust into compliance with M.G.L. c. 183A; and to correct clerical or typographical errors in the Trust or the Master Deed or any Exhibit thereto, or any supplement or amendment thereto;

NOW, THEREFORE, the Declarant does hereby amend said Declaration and Bylaws of the Emerald Court Condominium Trust in accordance with the applicable provisions of said Master Deed as follows:

1. Paragraph 5.1.10 of the Trust is deleted and the following inserted in its place:

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Owners for any such purchase pursuant to Section 5.24 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

2. Paragraph 5.1.15 of the Trust is deleted and the following inserted in its place:

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5.1.15 To receive notice, review and approve (a) certain modifications or additions to the building(s) as referred to in the Master Deed (and limited in scope as provided therein); (b) any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities, and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

3. The reference to subparagraph 5.1.19 in Paragraph 5.1.21(d) of the Trust is deleted.

4. Paragraph 5.6.1(a) of the Trust is deleted and the following inserted in its place:

(a) Notwithstanding anything to the contrary contained herein or in the Master Deed, in the event of a total or partial loss of a single Unit, the Owner shall have the absolute right to repair or replace said Unit.

5. Paragraph 5.6.5 of the Trust is deleted and the following inserted in its place:

5.6.5 In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Sections 5.6.1 through 5.6.4 hereof shall apply as if the taking were a casualty loss with the proceeds of an insurance settlement if the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units or their appurtenant EUA's, such allocation shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1 through 5.6.4.

Except and to the extent as herein modified, all of the provisions of said Declaration and Bylaws of the Emerald Court Condominium Trust as previously modified and amended shall remain unchanged and in full force and effect.

Executed as a sealed instrument on this day, July 22, 2004

Stonewood, LLC



By: Maureen F. DiPalma

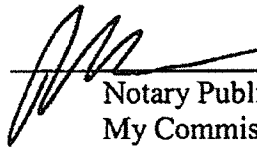
Its: Manager



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 22 day of July, 2004, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

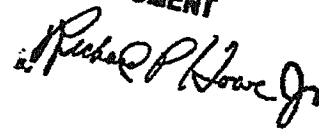


Notary Public

My Commission Expires: 6/30/06

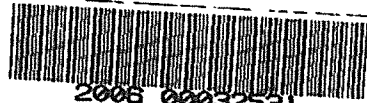


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**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
DECLARATION AND BYLAWS OF THE  
EMERALD COURT CONDOMINIUM TRUST**

The undersigned, Maureen F. DiPalma, being Manager of Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1, Tewksbury, Massachusetts, which is the Trustee of the Emerald Court Condominium Trust under Amended and Restated Declaration of and Bylaws of the Emerald Court Condominium Trust which is recorded with the Middlesex North Registry of Deeds at Book 16841, Page 1 ("Trust"), pursuant to Section 7.1 (Amendment of Trust) of said Trust, hereby gives notice that pursuant to an action approved by not less than seventy-five percent of the affected holders of the beneficial interest of the Trust, Section 5.2.1 of said Trust is hereby modified as follows:

5.2.1 (d) shall no longer apply to the Independent Living Congregate Units. Any reference to the Independent Living Congregate Units shall be deleted and the following added in its place:

*5.2.1(d)(1) The regulation and admittance of pets in the Independent Living Congregate Units shall be solely regulated by the Rules and Regulations pertaining to those Units*

The following shall be inserted as paragraph 5.2.1(I)

*(I) The Garage portions of the Independent Living Congregate Units may be used to house private non-commercial passenger vehicles only. The exterior doors to the garage shall be kept closed at all times except when vehicles or persons are in actual transit to and from the garage. The term "private non-commercial passenger vehicles" as used in this section shall*

include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.

In all other respects, the terms of the original Amended and Restated Declaration and Bylaws of the Emerald Court Condominium Trust shall remain in full force and effect.

13<sup>th</sup> WITNESS the execution hereof under seal by the undersigned as of the day of June, 2006

STONEWOOD, LLC

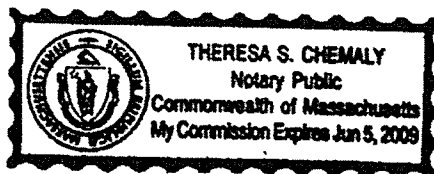


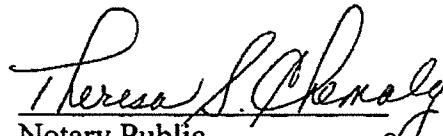
By: Maureen DiPalma  
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 13<sup>th</sup> day of June 2006 before me, the undersigned notary public, personally appeared Maureen DiPalma, Manager of Stonewood, LLC proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, and that she had the authority to sign in that capacity.



  
Notary Public  
My Commission Expires: June 5, 2009

END OF DOCUMENT



**CERTIFICATE OF RESOLUTION OF THE  
BOARD OF TRUSTEES OF THE EMERALD COURT CONDOMINIUM TRUST**

This Certificate of Resolution is adopted this 13<sup>th</sup> day of February, 2008 by the Board of Trustees of the Emerald Court Condominium Trust (hereinafter referred to as "Board" and/or "Trustees"), Stonewood, LLC, the Declarant for the Emerald Court Condominium Trust (hereinafter referred to as "Declarant") and Tewksbury Assisted Living, LLC as Unit Owner for the Assisted Living Unit located at the Emerald Court Condominium Trust (hereinafter referred to as "TAL").

WHEREAS, the Board of Trustees are the duly authorized Board of Trustees for the Emerald Court Condominium Trust; and

WHEREAS, Stonewood, LLC is the Declarant for the Emerald Court Condominium Trust; and

WHEREAS, Tewksbury Assisted Living, LLC is the owner of the Assisted Living Unit as set forth in the Fifteenth Amendment to the Master Deed recorded with the Middlesex North District Registry of Deeds at Book 20498, Page 107; and

WHEREAS, the Board of Trustees has the authority to adopt rules pursuant to Article V, §5.10 of the Declaration of Trust; and

WHEREAS, the Declarant owns declared Units which are not sold, located at the Emerald Court Condominium Trust in the Independent Living Congregate Units; and

WHEREAS, the parties, successors and assigns, their respective agents, servants and/or employees to this Certificate of Resolution agree that the same shall bind the parties by this Certificate of Resolution; and

WHEREAS, there are ambiguities in Articles III and V regarding the following: (i) the number of Trustees for the Group of the Villa Home Units and the Independent Living Congregate Units established pursuant to Article V, §5.4.9 and Article V, §5.4.17, respectively of the Declaration of Trust; (ii) procedures for the above sub-groups to operate regarding meetings and quorums; (iii) the vote necessary to elect the Board of

Trustees as a whole (hereinafter the "Master Group"); and (iv) the responsibilities for the Master Group and the sub-groups as defined above as well as the group established for the Assisted Living Unit; and

WHEREAS, to the extent permitted under the documents, and as a result of the Declarant's reserved rights and execution of this document, the same shall take effect as a Resolution to the Declaration of Trust.

NOW THEREFORE, this rule and, to the extent necessary, this Resolution, is hereby adopted and shall take precedent over the provisions of the Declaration of Trust.

1. The initial number of Trustees for the Master Board shall be seven (7) ("Master Board"). The initial number of Trustees for the Villa Home Units Group shall be three (3). The initial number of Trustees for the Independent Living Congregate Unit Group shall be three (3). The initial number of Trustees for the Assisted Living Unit shall be one (1).
2. The Trustees for the Villa Home Units Group shall be elected by fifty-one percent (51%) of the Villa Home Units Group owners with their percentage interest established by the Group interest set forth in Exhibit "C" of the Master Deed. The Trustees for the Independent Living Congregate Unit Group shall be elected by fifty-one percent (51%) of the Independent Living Congregate Unit Group owners with their percentage interest established by the Group interest set forth in Exhibit "C" of the Master Deed. The Trustee for the Assisted Living Unit shall be designated by the owner thereto. The Trustees for the Master Board be elected by fifty-one percent (51%) of the entire beneficial interest in the Association.
3. No Trustee shall serve on a Sub-Group that is not also elected and/or appointed to the Master Association Board.
4. For purposes of Trustee elections or for the establishment of the number of Trustees hereunder, the owner of the Assisted Living Unit agrees to vote its percentage interest for the unit owners who receive the majority of votes in each of the Groups for the Master Association Board.
5. If the number of Trustees is increased or reduced, they shall always be in equal number for the Villa Home Units Group and the Independent Living Congregate Group as well as on the Master Board such that if the number of Trustees is increased to nine (9), then each of the Villa Home Units Group and the Independent Living Congregate Group shall each have four (4) members on their Sub-Boards as well as the same number on the Master Association Board. The Assisted Living Unit shall always have one (1) Trustee on the Master Association Board. To the same effect, if the number of Trustees is reduced to five (5) or three (3) with the number of Trustees equaling two (2) and two (2); or one (1) and (1), respectively.

6. The Master Association Board shall be responsible for the obligations as defined in Article V, §5.4 through Article V, §5.4.8 of the Declaration of Trust. The Villa Home Units Group shall be responsible for the items as defined in Article V, §5.4.9 through Article V, §5.4.16 of the Declaration of Trust. The Independent Living Congregate Group shall be responsible for the obligations as defined in Article V, §5.4.17 through Article V, §5.4.24 of the Declaration of Trust. The Assisted Living Unit shall be responsible for the obligations as defined in Article V, §5.4.25 through Article V, §5.4.32.
  
7. In the event that any provision of this document shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed 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 unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this document; and, in such event, all of the other provisions of this document shall continue in full force and effect as if such invalid provision had never been included herein.

EXECUTED the date and year first above written.

**BOARD OF TRUSTEES  
EMERALD COURT CONDOMINIUM**

*Judith McCall* Trustee \_\_\_\_\_

*Pat Peden* Trustee \_\_\_\_\_

*Maurice F. DiPalma* Trustee \_\_\_\_\_

**DECLARANT**

*Maurice F. DiPalma* Manager  
By: Maurice F. DiPalma, Manager  
Stonewood, LLC

**ASSISTED LIVING UNIT OWNER**

By: Craig Spaulding, Manager  
Tewksbury Assisted Living, LLC

6. The Master Association Board shall be responsible for the obligations as defined in Article V, §5.4 through Article V, §5.4.8 of the Declaration of Trust. The Villa Home Units Group shall be responsible for the items as defined in Article V, §5.4.9 through Article V, §5.4.16 of the Declaration of Trust. The Independent Living Congregate Group shall be responsible for the obligations as defined in Article V, §5.4.17 through Article V, §5.4.24 of the Declaration of Trust. The Assisted Living Unit shall be responsible for the obligations as defined in Article V, §5.4.25 through Article V, §5.4.32.
  
7. In the event that any provision of this document shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed 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 unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this document; and, in such event, all of the other provisions of this document shall continue in full force and effect as if such invalid provision had never been included herein.

EXECUTED the date and year first above written.

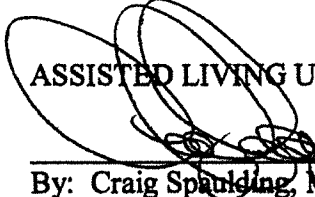
BOARD OF TRUSTEES  
EMERALD COURT CONDOMINIUM

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DECLARANT

By: \_\_\_\_\_

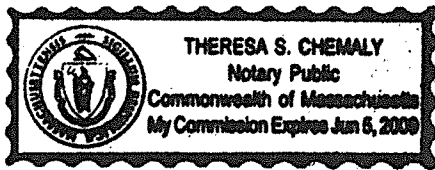
ASSISTED LIVING UNIT OWNER  
  
By: Craig Spaulding, Manager  
Tewksbury Assisted Living, LLC



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss: 2-13, 2008

On this 13 day of February, 2008, before me, the undersigned notary public, personally appeared Joseph Pelouff, and \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was License Drivers, to be the persons whose names appear on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Emerald Court Condominium Trust.



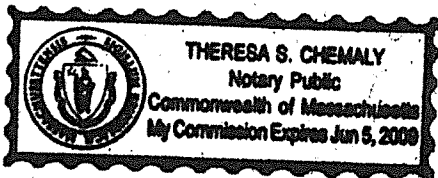
Theresa S. Chemaly  
Official signature and seal of notary

My Commission Expires: June 5, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss: 2-13, 2008

On this 13 day of February, 2008, before me, the undersigned notary public, personally appeared Robert Pasdelli, proved to me through satisfactory evidence of identification, which was Driver License, to be the person whose name appears on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose as the Declarant of the Emerald Court Condominium Trust.



Theresa S. Chemaly  
Official signature and seal of notary

My Commission Expires: June 5, 2009

COMMONWEALTH OF MASSACHUSETTS

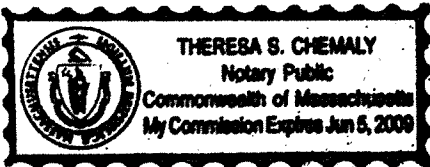
Neddlesey, ss:

2-13-, 2008

On this 13th day of February 2008, before me, the undersigned notary public, personally appeared Maurice F. DiPalma,  
\_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names appear on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Emerald Court Condominium Trust.

Theresa S. Chemaly  
Official signature and seal of notary

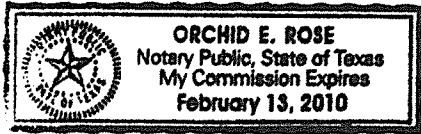
My Commission Expires: June 5, 2009



STATE OF TEXAS

\_\_\_\_\_, ss: \_\_\_\_\_, 2008

On this 12 day of February, 2008, before me, the undersigned notary public, personally appeared Craig Spaulding, proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name appears on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose as Manager for Tewksbury Assisted Living, LLC, the owner of record of the Assisted Living Unit at the Emerald Court Condominium Trust.



Orchid E. Rose  
Official signature and seal of notary

My Commission Expires: 2-13-2010





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SPECIAL AMENDMENT TO AMENDED AND RESTATED  
DECLARATION AND BY-LAWS OF THE  
EMERALD COURT CONDOMINIUM TRUST

This Amendment to the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust is made this 20th day of February, 2008, by the duly authorized Stonewood, LLC, as Declarant of said Association, pursuant to Article 19(f) of the Amended and Restated Master Deed, created under an Amended and Restated Master Deed and Amended and Restated Declaration of Trust and By-Laws recorded with the Middlesex North District Registry of Deeds at Book 18840, Page 249 and Book 18841, Page 1, respectively.

WHEREAS, Stonewood, LLC, a Massachusetts Limited Liability Company, having a usual place of business in Tewksbury, Middlesex County, Massachusetts is the Declarant (hereinafter referred to as "Declarant") of the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust u/d/t dated January 27, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841, Page 1 (hereinafter referred to as "Trust"); and

WHEREAS, Article 19(f) of the Amended and Restated Master Deed sets forth the manner in which said Trust may be amended.

NOW THEREFORE, the Declarant does hereby amend said Trust in accordance with the applicable provisions of the Restated and Amended Master Deed as follows:

1. Article V, §5.6.2 is deleted in its entirety and the following §5.6.2 is inserted in its place:

5.6.2 In the event that the total cost of repair and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which improvements exceed a value of \$1,000.00 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2(e)

hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that, if the casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in Section 5.6.1(b) hereof to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

2. Article V, §5.12.2 is deleted in its entirety and the following §5.12.2 is inserted in its place:

5.12.2 There shall be an annual meeting of the Owners on the second Saturday in March of each year, commencing with the year 2004, at 10:00 a.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Owners at least seven (7) days prior to the date so designated. Special meetings of the Owners may be called at any time by the Trustees, upon the written request of Owners holding at least thirty-three and one-third percent (33 1/3%) of the beneficial interest. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever, at any meeting the Trustees propose to submit to the Owners any matter with respect to which approval of or action by the Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of at least fifty-one percent (51%) of the total voting power of the Owners shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present in person or represented at any meeting of the Owners, the Owners then present shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be presented or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting. Unless a greater vote of the Owners shall be required by the provisions of the Act, the Master Deed or this Trust, a vote of a least fifty-one percent (51%) of the voting power present in person or by proxy at a meeting of the Owners at which a quorum is present shall be sufficient to transact the business of the Owners, provided always that the Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor make the Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Owners is authorized by the affirmative vote of at least two-thirds of the total voting power of the Owners.

This Special Amendment is made to correct typographical errors contained in the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust by inserting omitted words. Except and to the extent as herein modified, all of the provisions of said Trust as previously modified and amended shall remain unchanged and in full force and effect.

Executed as a sealed instrument this 20<sup>th</sup> day of February, 2008.

DECLARANT  
STONEWOOD, LLC

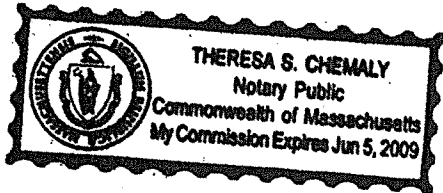
Maureen F. DiPalma  
By: Maureen F. DiPalma  
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Maureen F. DiPalma, ss:

February 20, 2008

On this 20<sup>th</sup> day of February, 2008, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, proved to me through satisfactory evidence of identification, which was License, to be the person whose name appears on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as the Manager of Stonewood, LLC, Declarant of the Emerald Court Condominium Trust.



Theresa S. Chemaly  
Official signature and seal of notary

My Commission Expires: June 5, 2009





**MASTERDEED  
EMERALD COURT CONDOMINIUM TRUST**

Amended and Restated Master Deed of the Emerald Court  
Condominium Trust.

First Special Amendment to Master Deed of the Emerald Court  
Condominium Trust.

Second Special Amendment to Master Deed of the Emerald  
Court Condominium Trust.

Fourteenth Phasing Amendment to Master Deed of the  
Emerald Court Condominium Trust.

Sixteenth Phasing Amendment to Master Deed of the Emerald  
Court Condominium Trust.



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AMENDED AND RESTATED  
MASTER DEED  
EMERALD COURT CONDOMINIUM  
An Age-Restricted Community



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Bk: 18840 Pg: 249 Page: 1 of 49  
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INDEX

	PAGE
1. Definitions, Condominium Phasing, Separate Properties.....	1
2. Name .....	4
3. Description of the Land .....	4
4. Description of the Buildings .....	4
5. Designation of the Villa Home Unit and Its Boundaries .....	4
6. Designation of Independent Living Congregate Unit and Its Boundaries.....	7
7. The Assisted Living Unit and Its Boundaries .....	9
8. Common Areas and Facilities.....	11
9. Percentage Ownership Interest in Common Areas and Facilities.....	13
10. Exclusive Use Areas .....	13
11. Purpose and Restrictions on Use.....	15
12. Rights Reserved to the Declarant for Sales and Future Development.....	20
13. Rights Reserved to the Condominium Trustees.....	21
14. The Owner's Organization.....	21
15. Easement for Encroachment .....	22
16. Units Subject to Master Deed, Unit Deed and Condominium Trust .....	22
17. Amendments .....	22
18. Termination and Removal from Condominium Law.....	24
19. Declarant's Reserved Rights to Construct and Add Future Phases and to Amend .....	24
20. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.....	31
21. Definition of "Declarant".....	31
22. Provisions for the Protection of Mortgagees .....	31
23. Sale of Lease of Units .....	37
24. Severability .....	37
25. Waiver.....	37
26. Captions .....	37
27. Governing Law .....	37

*[Handwritten signature]*

AMENDED AND RESTATED  
MASTER DEED  
OF  
EMERALD COURT CONDOMINIUM  
An Age-Restricted Community

The undersigned Declarant (as hereinafter defined), being the sole owner of the land off Court Street, Tewksbury, Middlesex County, Massachusetts 01876 described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto to the provisions of the Act (as hereinafter defined) and proposes to create, and hereby does create with respect to said premises, a Condominium to be governed by and subject to the provisions of the Act, and to that end the Declarant declares and provides the following:

1. Definitions, Condominium Phasing, Development Rights.

A. Definitions.

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of The EMERALD COURT CONDOMINIUM TRUST:

STONEWOOD shall mean Stonewood, LLC, a Massachusetts limited liability company with a principal office address of 36 Hillman Street Unit 1, Tewksbury, MA 01876, Massachusetts and its successors and assigns (except as otherwise limited as set forth in the definition of "Successors and Assigns" hereinbelow).

IL Land shall mean the land designated as "IL Land" on the Plan and being generally shown as Phases 1-21 inclusive on the Condominium Site Plan.

IL Units, also known as "Villa Home Unit(s)" shall mean a Unit which is constructed on IL Land.

ILC Land shall mean the land designated as "ILC Land" on the Plan and being generally shown as Phases 22-24 inclusive on the Condominium Site Plan.

Independent Living Congregate Unit of ILC Unit also known as a "Garden Style" Unit shall mean a Unit intended exclusively for residential use in the multiunit buildings labeled "Independent Congregate Living Unit" on the Plan and constructed on the ILC Land.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

Declarant shall mean STONEWOOD, LLC and its successors and assigns (except as limited as set forth in the definition of "successors and assigns" hereinbelow).

EUA shall mean an "Exclusive Use Area," as defined in Sections 5 (c), 6 and 7 (b) herein.

Limited Common Area shall mean "Limited Common Areas and Facilities" as defined in the Act; to wit: a portion of the Common Areas and Facilities for the exclusive use of one or more but fewer than all of the units.

Assisted Living Unit Land shall mean the land designated as "Assisted Living Unit" on the Plan and being generally shown as Phase 25 on the Condominium Site Plan.

Assisted Living Unit shall mean the Unit labeled "Assisted Living Unit" on the plan and constructed on the Assisted Living Unit Land. The Assisted Living Unit includes the entire Assisted Living Building, and is more specifically described and defined herein.

Owner shall have the same meaning as the term "Unit Owner" in Section 1 of the Act without regard to whether the Unit is a Villa Home Unit, Independent Living Congregate Unit or the Assisted Living Unit.

Plan shall mean a plan of land entitled "Map 48 Lot 79 Condo Phase Plan Emerald Court, Court Street Tewksbury, Massachusetts" dated November 19, 2003, revised 1/5/4 and attached hereto as Exhibit X.

Successors and Assigns shall mean the successors and assigns of STONEWOOD, but the term "successors and assigns" specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of STONEWOOD, unless such deed, mortgage or other instrument, referring specifically to this Section 1A of this Master Deed, so states.

The Act shall mean Massachusetts General Laws, Chapter 183A ("Condominiums"), as amended.

The Condominium shall mean the Condominium created by this Master Deed.

The Condominium Trust shall mean EMERALD COURT CONDOMINIUM TRUST, the Unit Owners' organization formed pursuant to the Act.

Unit shall mean a Condominium Unit as that term is defined in Section 1 of the Act. A Unit may be a Villa Home Unit, Independent Living Congregate Unit or the Assisted Living Unit.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Paragraph 19 Declarant's Reserved Rights to Construct and Add Future Phases and to Amend hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 19 already granted) or signature of any owner, or any mortgagee or any trustee of the Condominium Trust, or 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, so as to add additional land and additional phases and additional Units to the Condominium. Said paragraph 19 also describes certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units.

C. RESERVED

D. Development Rights

- (i) The term "Development Rights" as used herein shall mean the right and easement of STONEWOOD or its Successors or Assigns to add buildings and/or Units to the Condominium, including but not limited to Declarant's rights and easements set forth in paragraph 19 of this Master Deed. The term "Development Rights Grantee" shall mean any grantee to whom Development Rights are assigned and/or conveyed.
- (ii) In the event that STONEWOOD, or its Successors or Assigns convey and transfer Development Rights, each unit added to the Condominium by a Development Rights Grantee pursuant to the exercise of Development Rights shall be and remain the property of such Development Rights Grantee, and such Development Rights Grantee shall have the right to sell and mortgage each such Unit to anyone whomsoever, and title to such Unit shall be deemed to be vested in fee simple in such Development Rights Grantee until such Development Rights Grantee executes and delivers a Unit deed describing the Unit to a third party grantee or mortgagee.
- (iii) The Development Rights Grantee shall be regarded as the successor and assign of the grantor of the Development Rights solely with respect to the grant of Development Rights of the Units named in the instrument of



assignment of Development Rights, but such Development Rights Grantee shall not be deemed the successor or assign of such grantor for any other purpose, or in any other connection. All grants of Development Rights (unless otherwise specified) shall be subject to (i) the provisions of this Master Deed, (ii) the provisions of the Condominium Trust, (iii) the Act, (iv) the decision of the Tewksbury Planning Board in the Community Development Special Permit recorded at the Middlesex North District Registry of Deeds at Book 12961, page 233 and the Site Plan Special Permit recorded at said Registry of Deeds at Book 12961, page 243, and the Use Special Permit recorded at said Registry of Deeds at Book 12961, page 252, as amended by the Amended Decision recorded at said Registry of Deeds at Book 12961, page 261, and the Local Permit issued by the Conservation Commission and the Order of Conditions recorded at said Registry of Deeds at Book 13007, page 135 (v) all applicable laws, codes, rules and regulations regarding construction or development of the Condominium (as all of the foregoing may be amended from time to time). No grantee, mortgagee, lessee, tenant or other transferee of any interest in any Unit conveyed to a third party grantee, mortgagee, lessee, tenant, or other transferee by a Development Rights Grantee shall be deemed to have any rights against the grantor of the Development Rights, except as set forth in other agreements between such parties.

2. Name

The name of the Condominium shall be "EMERALD COURT CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

3. Description of Land

The land upon which the building(s) and improvements are situated is described in Exhibit A attached hereto and made a part hereof.

4. Description of Buildings

The building(s) (hereinafter the "building or building(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

5. Designation of the Villa Home Unit and Its Boundaries

- (a) There will be not more than Ninety-Three (93) Villa Home Unit(s), each being a detached or attached single-family dwelling located on the IL Land each being a Villa Home Unit. The designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of each of the Villa Home Units are set forth in Exhibit C, attached

hereto, and as shown on the site and floor plans of the Condominium, recorded herewith or to be recorded with Amendments hereto. The said floor plans show the layout, locations, numbers and dimensions of the Units as built, indicate that the buildings are collectively named "EMERALD COURT CONDOMINIUM" and otherwise have no name, and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of the Act.

- (b) If and when the Declarant and/or Development Rights Grantee adds additional phase(s) to the Condominium pursuant to its reserved rights under paragraph 19 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in this paragraph 5. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant/Development Rights Grantee shall record floor plans showing the building(s) and Unit(s) forming part thereof.
- (c) Villa Home Units: Each Villa Home Unit shall be a single family free-standing dwelling house or single family attached dwelling house and shall have the exclusive use of Yard Area, parking spaces, walkways, driveways, decks, porches and entryways exclusively servicing that Unit. These Exclusive Use Areas which are part of the Limited Common Area of the condominium are sometimes referred to herein as EUAs. The boundaries of each of the Villa Home Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Concrete Floors: The plane of the upper surface of the concrete basement floor slab.
  - (ii) Stone, Brick, and/or Concrete Walls: The plane of the interior finished surface of the concrete walls and the interior finished surface of any stone or brick walls.
  - (iii) Roofs or Upper Boundaries: The plane of the unfinished interior surface of the attic roof rafters.
  - (iv) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or, in the case of concrete walls, the interior surface of the concrete walls facing the Unit; as to exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass. As to the interior building walls between units, the plane of the interior surface of the wall studs facing each unit.
  - (v) Garage: As to the garage portion of each unit, the plane of the upper surface of the concrete floor slab, the plane of the lower surface of the



interior surface of roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the garage; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass.

- (d) 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 change, replacement or repair of any of the above items without the prior approval of the Board of the Villa Homes Units Group ("VH")(see paragraph 5.4.9 of the Condominium Trust recorded herewith). Each Villa Home Unit includes all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Villa Home Unit or which are situated in, on or within the EUA set aside for the exclusive use of said Villa Home Unit.
- (e) All Common Area located on the IL Land and near or attached to each Villa Home Unit specifically including, but not limited to, the roof, perimeter or exterior walls, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks and all parts of the structure shall not be part of the Villa Home Unit, but shall be Limited Common Area, all or a portion of which is designated as Exclusive Use Area for the benefit of the Villa Home Unit to which it is attached or which it solely serves. The maintenance and upkeep of the Limited Common Areas shall be allocated to all Villa Home Units, notwithstanding that a given Villa Home Unit has exclusive rights to use all or some of these areas;
- (f) The Trustee(s) of the Villa Home Units Group of the Emerald Court Condominium Trust shall be obligated to maintain, repair and replace the Limited Common Area and improvements relative to the Villa Home Units, but at the expense only of the Owners of Units in the Villa Home Units Group. Each Unit Owner of a Villa Home Unit shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of their Unit bears to the undivided interest in the Common Area of all Villa Home Units, and all such expenses shall be assessed as Villa Home Units Group Common Expenses as provided for in section 5.4.9 of the EMERALD COURT CONDOMINIUM TRUST. Thus, the maintenance, repair, and replacement of all Limited Common Area improvements in and appurtenant to the Villa Home Units shall be the financial responsibility of the Villa Home Units Group but not of the Independent Living Congregate Units Group or the Assisted Living Group.

- (g) All Villa Home Units are heated by means of separate heating, ventilating and air conditioning system, all portions of which whether located within or without the Villa Home Unit, are a part of the Unit which it serves.
- (h) Each Villa Home Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Villa Home Unit, which exclusively serve that Villa Home Unit.
- (i) Each Villa Home Unit shall have as appurtenant thereto the right and easement to use, in common with all the Villa Home Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways or Common Land shown on the Plan herein referred to, or in or through EUA's.
- (j) Each Villa Home Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Villa Homes Exclusive Use Areas" and are further described in paragraph 10 hereof.
- (k) Each Villa Home Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in common with the other Villa Home Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

6. Designation of Independent Living Congregate Units and Its Boundaries: (a) The Declarant shall have the right and easement to construct not more than eighty-seven (87) Independent Living Congregate Units and shall add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The ILC Units will be in one or more buildings, and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as "ILC Land" subject to the terms and provisions of paragraph 6(e) below. The boundaries of each such Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (i) Floors: The upper surface of the subflooring;
- (ii) Ceilings: With respect to all Units except top-floor Units, the bottom-most surface of the floor beams and other structural members appurtenant to such floor beams of the floor above. With respect to top-floor Units, the plane of the bottom-most surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) Exterior and Interior Walls: The plane of the surface of the wall studs facing the interior of the Unit, or at the option of the Declarant, an imaginary line running through the center of the demising wall;

- (iv) Pipe Chases or Other Enclosures concealing pipes, wires or conduits within a Unit are part of that Unit but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit are part of the Common Area. At the option of the Declarant, such pipes, wires or conduits within such pipe chase or other enclosure which serve more than one Unit shall be Limited Common Areas to be shared by the owners of Units within the building in which the same are located, and the Owners of the Units served by such pipes, wires or conduits shall share the costs of maintenance, repair and replacement of same; and
- (v) Doors and Windows: Included within a Unit are all windows (including all plate-glass windows) and all doors which open from the Unit expressly including interior and exterior doors (including the glass in all interior and exterior doors).

To the extent ILC Units are heated by means of a separate heating, ventilating and air conditioning system which serve only that unit, all portions of which whether located within or without the ILC Unit, are a part of the ILC Unit which it serves.

Each ILC Unit includes the ownership of all utility installations (including but not limited to a hot water heater) contained therein or on the EUA set aside for the exclusive use of said ILC Unit, which exclusively serve the ILC Unit.

- (b) All Common Area located in the ILC Buildings specifically including, but not limited to the footings, foundation, roof, and all parts of the structure, plantings, driveways, parking areas, decks, patios, stairs and landings, if any, walks shall be Limited Common Area allocated to all of the Independent Living Congregate Units in the ILC Buildings. Without limiting the generality of the previous sentence, Limited Common Area in the ILC Building(s) shall include but not be limited to all structural parts of the ILC Building(s), including but not limited to footings and foundations, and all structural columns, lintels, girders, beams, joists and support. Limited Common Area shall also include installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Independent Living Congregate Unit. Such equipment and installations servicing a single Independent Living Congregate Unit, whether located in whole or in part within, or without such Independent Living Congregate Unit, are a part of the Independent Living Congregate Unit which it services and are not a part of the Limited Common Area; and
- (c) Notwithstanding anything to the contrary in this Master Deed or in EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, the Trustee(s) of the Independent Living Congregate Units Group who are

owners of Independent Living Congregate Units in the ILC Buildings, or who are designees of Owners in the ILC Buildings, shall have the right and easement to allow owners and occupants of other Units, and members of the general public, to use any portion of the Limited Common Areas in or appurtenant to the ILC Building.

- (d) The Trustee(s) of the Independent Living Congregate Units Group of the EMERALD COURT CONDOMINIUM TRUST shall be obligated to maintain, repair and replace the Limited Common Area in the ILC Buildings, but at the expense only of the Owners of Units in the ILC Buildings. Each Independent Living Congregate Unit Owner in the ILC Buildings shall be obligated to pay the expenses described in the preceding sentence in accordance with the portion that the undivided interest in the Common Area of its Independent Living Congregate Unit bears to the undivided interest in the Common Area of all Units in the ILC Building, and all such expenses shall be assessed as Common Expenses. Thus, all maintenance, repair and replacement of all items in the ILC Buildings shall be the financial responsibility of all of the Independent Living Congregate Unit Owners, (but not the responsibility of any Owners of Villa Home Units or the Owner of the Assisted Living Unit).
- (e) It is anticipated that a Club House or Community Amenities may be constructed in certain portions of the ILC Buildings, Notwithstanding anything to the contrary in this Master Deed or in the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, once constructed, the Club House Facility, access thereto and all utilities and rights necessary or convenient in connection therewith, shall be part of the Common Area of the Condominium, open to use by Owners and lawful occupants of all Units. The obligation to maintain, repair and replace the Club House Facility and all expenses associated therewith, shall be treated as Common Expenses and assessed in that manner. The Club House Facility shall be excluded from the ILC Limited Common Area and shall be deemed to be a Common Area of the Condominium for all purposes.

7. The Assisted Living Unit and Its Boundaries: The Declarant shall have the right and easement to construct one (1) Assisted Living Unit containing not more than ninety-six (96) separate dwelling areas and shall add same to the Condominium in the manner set forth in this paragraph and in paragraph 19 hereof. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof will be as follows:

- (a) The Assisted Living Unit shall be a free-standing building and shall have the exclusive use of that portion of the Condominium Land shown as and depicted as a separate area bearing the designation "Assisted Living Land" as set forth in paragraph 10 hereof, upon which the Assisted Living Unit is situated. The boundaries of the Assisted Living Unit with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Concrete Floors: The plane of the lower surface of the concrete basement floor slab.
  - (ii) Stone, Brick, and/or Concrete Walls: The plane of the exterior finished surface of the concrete walls and the exterior finished surface of any stone or brick walls.
  - (iii) Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.
  - (iv) Walls, Doors and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.
- (b) The Assisted Living Unit includes the roof, foundation, structural columns, girders, beams, supports, perimeter or exterior walls, concrete or wood floor slabs, window frames, door frames, lawns, plantings, driveways, parking areas, recreational facilities, decks, patios, stairs and landings if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within the Assisted Living Unit or which are situated in, on or within the EUA set aside for the exclusive use of the Assisted Living Unit.
- (c) The Assisted Unit is heated by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Assisted Living Unit, are a part of the Assisted Living Unit.
- (d) The Assisted Living Unit includes the ownership of all utility installations (including but not limited to hot water heaters) contained therein or on the EUA set aside for the exclusive use of the Assisted Living Unit, which exclusively serve the Assisted Living Unit.
- (e) The Assisted Living Unit shall have as appurtenant thereto the right and easement to use all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, the common areas and facilities, or other EUA's.
- (f) The Assisted Living Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Assisted Unit Land" on the Plan.
- (g) The Assisted Living Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 8 hereof, in



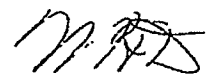
common with other Units in the condominium, except for the areas described in paragraph 10 hereof which are reserved for the exclusive use of the Units to which such areas appertain.

- (h) The Assisted Living Unit includes all portions thereof, specifically including both structural and non-structural portions. No part of the Assisted Living Unit shall be a part of the Common Areas and Facilities.
- (i) Notwithstanding anything to the contrary in this Master Deed or in the Declaration of the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereof, the Owner of the Assisted Living Unit shall have the right and easement to allow Owners and occupants of other Units, and members of the general public to use any facilities located in or appurtenant to the Assisted Living Unit at any time and from time to time.

8. Common Areas and Facilities

The Common Areas and Facilities of the Condominium shall consist of the land described in paragraph 3 hereof, including all improvements located thereon other than the Units, subject to easements and rights of certain Unit Owners to areas as set forth in paragraph 10 hereof. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

- (a) In general any and all apparatus, equipment and installations existing for common use.
- (b) The Sewer Connection System, which is hereby defined as follows: all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities and, all appurtenances thereto, located on the Condominium Land for the furnishing of a connection to the municipal sewer system serving the Condominium, but excluding any such item and any plumbing located within any Unit and excepting same that are contained or located within an EUA and/or Limited Common Areas.
- (c) The lawns, plants, shrubbery, landscaping, driveways, emergency access road, roads and walkways on the Condominium Land and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within an EUA and/or Limited Common Areas.
- (d) The parking spaces on the Condominium Land, excepting same that are contained or located within an EUA and/or Limited Common Areas.
- (e) Any recreational facilities on the premises of the Condominium not situated within an EUA and/or Limited Common Areas.



- (f) All other elements and features of the Condominium Land, however designated or described, excepting only the Units and all other elements or property situated within an EUA and/or Limited Common Areas as herein defined and described, and all other items, listed as Common Areas and Facilities in Section 1 of the Act, and located on the Condominium Land and not referred to herein.
- (g) Ownership of the fee in all streets and ways shown on the Plan shall be part of the Common Areas and Facilities. The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder.
- (h) The Common Areas and Facilities shall be subject to the provisions of the By-laws of the Condominium Trust, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (i) With respect to parking spaces not located within an EUA and/or Limited Common Areas, the same shall be available for occasional use by all Owners of Units, their tenants and their guests, subject to and in accordance with the By-laws and Rules and Regulations of the Condominium Trust.
- (j) In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in the Act, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owners of all other Units and subject to like rights and easements appurtenant to such other Units; to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always, however to, (a) the exclusive rights and easements herein granted to particular Units in certain facilities; (b) the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by Trustees of the Condominium Trust.
- (k) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of Owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.
- (l) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees,

plants and other landscaping comprised in the Common Areas and Facilities, and not a part of an EUA and/or Limited Common Areas and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.

- (m) In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town, acting by its Highway Superintendent shall have the right to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Condominium Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.
- (n) The Declarant hereby reserves the right and easement to modify the boundaries of Units to be included in the Condominium as part of future phase(s), 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 amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.
- (o) Subject to the exclusive use provisions of paragraph 10 hereof, the restrictions set forth in paragraph 11 hereof, and the reserved rights and easements as set forth herein, each 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 owners.

9. Percentage Ownership Interest in Common Areas and Facilities

The percentage ownership 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. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 19 hereof.

10. Exclusive Use Areas; Limited Common Areas

The following portions of the Common Areas and Facilities are hereby designated as Exclusive Use Areas (EUA's) and/or Limited Common Areas for the exclusive use of each Villa Home Unit, the Assisted Living Unit, or the ILC Units as herein described:





- (a) Each Villa Home Unit and the Assisted Living Unit shall have the exclusive right and easement for the use of the immediately surrounding Condominium Land being shown as Exclusive Use Area (EUA) and/or Limited Common Areas, all as shown on the Plan or as added by Amendment and, in each instance, upon which such Unit is situated.
- (b) Each Villa Home Unit shall have the exclusive right and easement to use the parking areas serving that Villa Home Unit, as well as, the Villa Home Unit decks, patios, stairs, walkways and landings which are attached to said Villa Home Unit. The Villa Home Units Group shall have the responsibility for upkeep and maintenance of such areas;
- (c) The Assisted Living Group shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, lawns, plantings, shrubs, recreational facilities, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or upon the Assisted Unit Land, being the Assisted Living Unit's Exclusive Use Area and/or Limited Common Areas servicing said Assisted Living Unit, as well as the exterior of said Assisted Living Unit, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Assisted Living Unit, and (b) property belonging to the Owner of the Assisted Living Unit.
- (d) The Independent Living Congregate Units Group shall have the exclusive right and easement for the use of so much of the Condominium Land being shown as ILC Land on the Plan referred to above or as added by Amendment and upon which such Independent Living Congregate Units and parking are situated. The Independent Living Congregate Units Group shall have the responsibility for upkeep and maintenance of the Independent Living Congregate Units Exclusive Use Area and/or Limited Common Area. The EUA and/or Limited Common Area designated on the Plan as the "ILC Land" shall be Limited Common Area appurtenant to all Independent Living Congregated Units and the Independent Living Congregate Units shall have the exclusive right and easement to use the driveway, parking areas and garages so designated on the Plan.
- (e) Each Villa Home Unit shall have the exclusive right and easement to use the yard area ("Yard Area") appurtenant to each Villa Home Unit, as more particularly shown on the Site Plan recorded herewith or to be recorded with any Amendment hereto adding additional Villa Home Units to the Condominium. Each Villa Home Unit Owner shall not make any modifications or improvements to the Yard Area. The upkeep and maintenance of the Yard Area will remain the responsibility of the Villa Home Units Group.

11. Purpose and Restrictions on Use

11-1: The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Villa Home Unit and ILC Unit shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Tewksbury Zoning By-Laws) and for no other use.
- (b) The Owner of any Villa Home Unit may at any time and from time to time add to or modify, remove or replace said Unit, provided however, that (i) no such addition, modification, removal, replacement or any other exterior work on any Unit shall be performed without the prior written approval in each instance of the Trustees and (ii) any and all work with respect to any addition, modification, removal, replacement, installation or other improvements, shall not constitute an adverse impact upon nor an increase in the real or calculated discharge into the Sewer System. Notwithstanding the foregoing, the Owner proposing to do any such work shall notify the Condominium Trustees and the DEP Division of Water Pollution Control, or any successors thereof, in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.
- (c) The Assisted Living Unit may be used for all purposes permitted by the Tewksbury Zoning By-Law.
- (d) Pets shall be permitted in the Assisted Living Unit subject to such restrictions as the Owner of the Assisted Living Unit may promulgate.

The following subsections (e) through (r) shall apply to Units other than the Assisted Living Unit:

- (e) Owners may lease, rent or license the use of their Unit for a minimum period of six (6) months, subject, however, to the conditions and obligations set forth in this Master Deed. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any lessee, tenant, 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 Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an Owner with respect to his Unit shall by virtue of this sub-paragraph 11(e) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through

or under such person vacate the Unit. Each Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of

- (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person; and
  - (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this sub-paragraph 11(e).
- (f) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- (g) No noxious or offensive activity shall be carried on or upon any Common Area, Limited Common Area, Exclusive Use Area or in any Unit.
- (h) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained within the Condominium or its Common Areas and Facilities, on any EUA or in any structure thereon, or in any Unit, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any owner of a Villa Home Unit or Independent Living Congregate Unit during such time as such Unit is occupied. Only one dog or one cat is permitted per Unit. No pet may exceed thirty-five (35) pounds. After due notice and hearing the Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.
- (i) No trailer or Recreational Vehicle (RV) shall be stored or parked and no tent, shack or barn shall be erected at any time on an Exclusive Use Area or in the Common Areas.
- (j) In the event of destruction of a Villa Home Unit by fire or other casualty, the replacement Unit shall be at least equal in size to the original Villa Home Unit.
- (k) No garage (other than the Independent Living Congregate Unit Garage and garages which are a part of Villa Home Units), porch, bay window, terrace, fence,

garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA appurtenant to a Unit without the express written consent of the Trustees.

- (l) No signs, whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit or EUA appurtenant to a Unit, except for by the Declarant or any Development Rights Grantee.
- (m) Garages attached to Villa Home Units ("Unit Garages") may be occupied by private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Unit Garage in which the same are used (except when actually being transported). Unit Garages shall not be used for human habitation, nor shall Unit Garages be converted into living or other accessory use without the prior written consent of the Trustees. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, minivans, sport utility vehicles, and small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in and of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.
- (n) No above-ground or in-ground swimming pool shall be installed.
- (o) Except as may be provided by law, no so-called "satellite" dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.
- (p) Rebuilding, replacements, additions, alterations and improvements to Units and EUA's shall be subject to the provisions of the Condominium Trust. No Unit, building or structure of any description (including fences, walls and similar structures) shall be constructed, placed or maintained on any EUA or Limited Common Area, nor shall the exterior of any Unit, building or structure be added to or altered, without the prior written approval of the Trustees of the Condominium Trust with respect to the exterior size, design, location on the EUA or Limited Common Area, building materials and color scheme of the proposed construction as set forth in the Condominium Trust. A written instrument duly executed on behalf of the Trustees of the Condominium Trust and recorded with said deeds shall be conclusive evidence of compliance with any covenant or restriction contained herein to the extent stated in said instrument as of the date thereof.
- (q) No fence, wall or similar structure standing more than four (4) feet above the ground immediately beneath it shall be erected, place or maintained on an EUA or

Limited Common Area appurtenant to a Unit. No fence, wall or similar structure standing more than six (6) feet above the ground immediately beneath it shall be erected, placed or maintained on any portion of an EUA appurtenant to a Unit. No chain link fence shall be erected, placed or maintained on any portion of an EUA.

- (r) Any permitted or approved exterior construction or work on a structure on an EUA appurtenant to a Unit shall be completed within eight (8) months of the commencement of such construction or work (including landscaping and any driveway work) and, if approved pursuant to subsection (p) hereof, shall be performed in conformity with the provisions of the Condominium Trust. No exterior, window, or "through the wall" air conditioner shall be placed or maintained in the front of any structure on an EUA appurtenant to a Unit.
- (s) The Condominium Trustees have specific authority to review and approve decoration activities with respect to a Unit which involves or impacts the Common Areas and Facilities. Stringed lights used for holiday decorations and mounted on the exterior of any Unit or EUA or on the interior around any door(s) and/or window(s) and intended to be visible from the exterior shall be white lights only. Electric or battery powered window sill candles visible or intended to be visible from the exterior of any Unit shall have only white light bulbs.

Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, 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 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 11, except such as occur during his or her ownership of a Unit.

#### 11-2: Occupancy Age Restrictions

(a) Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a unit for more than 90 days in any nine (9)-month period. One hundred percent (100%) of the units shall be occupied by means of fee simple owners, and/or lease agreement, by persons who have attained the age of fifty-five (55) or older, unless the spouse of such person age 55 or older is under 55, and/or such person who has attained the age of 55 or older has sole or joint custody of a person under the age of 55.

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

(c) 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 Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes and shall be occupied by persons aged 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a Unit for more than 90 days in any nine (9) month period. Aged 55 or older shall mean persons who have attained the age of fifty-five (55) or older, unless the spouse of such person age 55 or older is under 55, and/or such person who has attained the age of 55 or older has sole or joint custody of a person under the age of 55. 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 Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Trustees 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 Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees 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 Trustees of Condominium at the following address:

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

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

12. 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 Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit or holds the development rights to any unconstructed unit(s) to:
- (i) Lease, rent and license the use of any unsold Unit or Development Rights;
  - (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
  - (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.
- (b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant and its 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 the buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it 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 the right and easement to enter upon all or any portion of the Common Areas and Facilities, including but not limited to Limited Common Areas other than land in which structures have been erected, with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by paragraph 19 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 19 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and

expansion 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. Notwithstanding the foregoing, any person or entity exercising the right to perform work on land, which has been improved, shall promptly restore the disturbed area to its condition prior to the entry.

- (d) Notwithstanding any provision of this Master Deed to the contrary (including but not limited to Section 11), the Declarant shall have the right and easement to construct, modify, or demolish Units, and other structures and improvements without the consent of any Unit Owner, mortgagee or the Trustees of the Condominium Trust.

13. Rights Reserved to the Condominium Trustees

Upon twenty-four hour advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Owner involved, or immediately and without notice 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 and EUA:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities, Limited Common Area and Exclusive Use Areas contained therein or elsewhere.
- (b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

14. The Unit Owners' Organization

The organization through which the unit owners will manage and regulate the Condominium established hereby is EMERALD COURT CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities and each of Villa Home Units Group, Assisted Living Group and Independent Living Congregate Units Group shall be responsible for Limited Common Areas appurtenant to the units within that group. Each 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 his Unit is entitled hereunder and in the Group of which his Unit is a part in proportion to the percentage of undivided ownership interest in that Group, all as shown on Schedule C attached hereto. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Stonewood LLC  
36 Hillman Street Unit 1  
Tewksbury, MA 01876



The Condominium Trustees have enacted the By-laws pursuant to and in accordance with the provisions of the Act.

15. Easement for Encroachment

If any portion of the Common Area and Facilities now 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 (a) settling of the buildings; (b) alteration or repair to the Common Areas and Facilities or EUA's made by or with the consent of the Condominium Trustees; (c) as a result of repair or restoration of the building 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.

16. Units Subject to Master Deed, Unit Deed and Condominium Trust

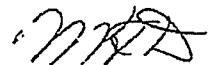
All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-laws, as they may be amended from time to time, and the items affecting title to the land described 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, the Condominium Trust, the By-Laws, the deed of the Unit 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.

17. Amendments

Except as otherwise provided in paragraph 19 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing, signed by the owners at the time holding not less than seventy-five percent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of 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 at the time holding at least seventy-five percent (75%) of said total voting power of the Owners, and duly recorded with the Middlesex North District Registry of Deeds, provided that:

- (a) The date on which any such instrument is first signed by Owners shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so 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 19 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which would alter the percentage interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all Owners whose percentage of the undivided interest is affected.
- (d) 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.
- (e) No instrument of amendment which purports to affect the Declarant's reserved easements and rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 19 or elsewhere in this Master Deed or the Declarant's reserved easement and rights to construct, erect or install common use facilities 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 Middlesex North District Registry of Deeds.
- (f) No instrument of amendment which would adversely affect the Declarant's easements, and rights set forth in this Master Deed, including but not limited to the Declarant's easements, rights and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of paragraph 19 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 Middlesex North District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to third party purchasers of all of the Declarant's interest in the Condominium and the Land (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in this Declaration).
- (g) No instrument of amendment which purposes to amend or otherwise affect paragraphs (c) through (f) of this paragraph 17 or paragraph 19 shall be of any force and effect unless signed by the Declarant, as long as the Declarant owns any interest in the Condominium or the Land.
- (h) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 17 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.



- (i) Notwithstanding any other provision of this Article 17, an Owner, subject always to the provisions of Article 11(b), may add to, modify, remove or replace the Owner's Unit and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owner's sole cost and expense and shall always be done upon the occasion of any such work if and to the extent required by law.

Notwithstanding any provision of the foregoing paragraph 17 to the contrary, no Amendment to this Master Deed which is contrary to or in violation of the terms and provisions of the Special Permits issued by the Town of Tewksbury shall be effective unless and until approved by the Planning Board for the Town of Tewksbury.

18. Termination and Removal from Condominium Law

- (a) Until such time as the Declarant has no remaining beneficial interest hereunder, Owners holding one hundred percent (100%) of the total voting power of the Owners hereof shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest thereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units, shall also be required for such removal, all as provided for in Section 19 of the Act.
- (b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:
  - (i) written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Units; and
  - (ii) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies.

Notwithstanding any provision of the foregoing paragraph 18 to the contrary, no termination or removal of land from the effect of this Master Deed shall be effective unless and until approved by the Planning Board for the Town of Tewksbury.

19. Declarant's Reserved Rights to Construct and Add Future Phases and to Amend.

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings. In order to permit and facilitate such development,

the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, any other land, not now shown on the Plan or now owned by the Declarant. The Declarant shall have the right to assign this right and easement to add additional land to the Condominium and the assignee shall have all of the rights reserved to the Declarant hereunder to add such land and to amend the Master Deed as herein provided.
  
- (b) The Declarant shall also have the right and easement to construct, erect and install on the Condominium Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
  - (i) Additional building(s), and Units;
  - (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
  - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
  - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
  - (v) 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;
  - (vi) Fences, walls or similar structures on the land containing those Units bordering the wetlands, as shown on the Plan recorded herewith;
  - (vii) Railings on the land containing those Units bordering the wetlands, as shown on the Plan recorded herewith.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 12(c) hereof.

Ownership of each building, together with the Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in STONEWOOD (or any one or more Development Rights Grantee), who shall have the right to sell and convey the said 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.

Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with appurtenant EUA's, shall be unlimited.

The following sub-paragraphs (a) through (f) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 19:

- (a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights 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 pursuant to this paragraph 19 reach the maximum limit allowed by law; or
  - (ii) STONEWOOD shall record with the Middlesex North District Registry of Deeds an unambiguous statement specifically limiting or relinquishing their reserved rights to amend this Master Deed to add additional land and/or new Units to the Condominium.
- (b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Condominium Land pursuant to the rights reserved to the Declarant under this paragraph 19 except as contained in the documents referenced in paragraph 1D(iii) hereof.
- (c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings and Units together with their respective EUA's and Limited Common Area, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire, subject, however, to the limitations contained in the documents referenced in the paragraph 1D(iii) hereof.

- (d) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases, however the total number of Units in the Condominium shall not exceed 93 Villa Homes Units, 87 Independent Living Congregate Units and One (1) Assisted Living Unit containing not more than 96 separate dwellings, as these limits may be amended from time to time by the Amended Special Permit issued by the Town of Tewksbury.
- (e) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases, subject in all cases to the terms and conditions of the documents referenced in paragraph 1D(iii) hereof. Therefore, except as limited by the documents reference in paragraph 1D(iii) hereof, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 5, 6 and 7 hereof.
- (f) Right to Designate EUA's as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Limited Common Area or EUA's shall specify the Limited Common Area or EUA's appurtenant to the Units in such phase(s) if such Limited Common Area or EUA's are different from those described in paragraph 10 hereof.

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (a) An amended Exhibit A describing the land being added to the Condominium, if applicable.
- (b) An amended Exhibit B describing the building(s) and Units being added to the Condominium.

- (c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraphs 5, 6 and 7 the definition of the Common Areas and Facilities contained in paragraph 8 hereof shall be modified, as necessary, with respect to such Unit(s).
- (d) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in paragraphs 5, 6 and 7 of this Master Deed, and 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 Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
- (e) If the EUA's designated as appurtenant to the Unit(s), being added to the Condominium, vary from those described in paragraph 10 hereof, a description of such variations so as to identify the new or modified EUA's appurtenant to the new Unit(s). Such description of the new or modified EUA appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Owner of the Unit to which they are appurtenant.
- (f) A revised site plan of the Condominium showing the new land, if applicable, the new Building(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Section 19 shall require the consent, (except as in this paragraph 19 already granted) or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Unit) any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signature which shall be required on any such amendment is that of STONEWOOD or its assigns, as set forth in subparagraph 1C. All Owners, persons claiming by, through or under Owners, including mortgagees and Trustees of the Condominium Trust shall be deemed to have consented to any such amendment. Any such amendment, when so executed by STONEWOOD or its assigns and recorded with the Middlesex North District 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. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment 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 the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this paragraph 19 and expressly agrees to the said alteration of this 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 19.

In the event that notwithstanding the provisions of this paragraph 19 to the contrary, it shall ever be determined that the signature of any Owner, other than STONEWOOD, is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the condominium, then STONEWOOD 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 Owner and each Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever. STONEWOOD may, at its sole election, exercise this right in whole or in part without the consent of the Unit Owner.



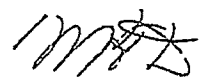


Notwithstanding anything to the contrary contained in this Master Deed or the Condominium Trust, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

Notwithstanding anything to the contrary in this Master Deed or the Condominium Trust, the Declarant hereby reserves the right to amend this Master Deed in order to (a) comply with the requirements of the Town of Tewksbury or any agency or department thereof, or (b) comply with the requirements of any governmental agency or body, or (c) comply with the requirements of any insurance underwriter or insurance regulatory body, or (d) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (e) correct typographical, mathematical, scrivener's or other errors.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.

In the event that an amendment is of additional land containing common areas and facilities, the additional Common Fees and Expenses shall be borne by the Condominium provided that in no event shall the additional Common Fees and Expenses cause an increase to the Common Fees and Expenses paid by existing/original Unit Owners. Therefore, if the additional Common Fees and Expenses are not equal to or less than the contributions that will be made by new Unit Owners, if any, the excess Common Fees and Expenses shall be the responsibility of the new or expanded unit owners group or holder of development rights. To the extent that an amendment is of additional land containing limited common areas and EUAs, additional Common Fees and Expenses shall be borne only by the unit owners group or holder of development rights, as the case may be, of such limited common areas and EUAs. The Declarant intends that additional phases expanding the original number of units or adding additional land shall be designated as a unit owners group in a manner comparable to the Villa Home Units Group and Independent Living Congregate Units Group created herein. In addition, if changes are made to the initial common areas and facilities of the Condominium unilaterally by a single holder of development rights hereunder, any additional



Common Fees and Expenses arising therefrom shall be borne only by the Unit Owners group associated with the holder of development rights making the change.

20. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he 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. Such common use facilities may include parking lots, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. The Declarant may tie into or expand any existing common use facilities in connection with the exercise of its rights under Section 19 and Section 12 (c) herein. 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 20, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

21. Definition of "Declarant".

- (a) For purposes of this Master Deed the Condominium Trust and the By-laws, "Declarant" shall have the same meaning as set forth in Section 1A hereof.
- (b) All amendments of this Master Deed executed pursuant to the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 19 hereof shall be fully valid if executed by the Declarant or assignee of Declarant's Phasing Rights under recorded instrument, as set forth in Section 1C hereof and the signature of any party other than the party holding the Development Rights being exercised by any such Phasing Amendment shall not be required on any such Phasing Amendment of this Master Deed.

22. Provisions for the Protection of Mortgagees.

Except as to allow the phasing of the condominium as provided for in paragraph 19 and notwithstanding anything in this Master Deed or in the Condominium Trust and By-Law to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the

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

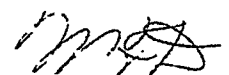
- (a) In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in sub-paragraphs (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 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 many otherwise be set forth in the Act.
- (d) Except as provided by the Act (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:
  - (i) By any act or omission, seek to abandon or terminate the Condominium; or
  - (ii) Except as to allow the phasing of the condominium as provided for in paragraph 19 and change the pro-rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance process or condemnation awards; or, determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
  - (iii) Partition or subdivide any Unit; or

- (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 19 hereof; or
- (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.
- (e) Consistent with the provisions of the Act, 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.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
  - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
  - (ii) Any delinquency in the payment of easements or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
  - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;

- (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 19.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
  - (i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible Mortgage Holder mortgages.
  - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
  - (iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and 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.



- (k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 19 hereof:
  - (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
  - (ii) The consent of the Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:
    - (a) Voting;
    - (b) Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
    - (c) Insurance or Fidelity Bonds;
    - (d) Rights to use Common Areas and Facilities;
    - (e) Responsibility for maintenance and repair of the several portions of the Condominium;



(f) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

(g) Boundaries of any Unit;

(h) The interests in the Common Areas and Facilities; convertibility of Units into Common Areas or of Common Areas into Units;

(i) Leasing of Units ;

(j) Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her Unit;

(k) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Middlesex North District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions or precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 22 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 22 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 Middlesex North District Registry of Deeds in accordance with the requirements of paragraph 17 hereof.

In the event of any conflict between the provisions of paragraph 19 and the provisions of this paragraph 22, the provisions of paragraph 19 shall prevail.



23. Sale or Lease of Units.

- (a) Appurtenant Interests. No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Units to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.
- (b) Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

24. Severability.

In the event that any provision 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 such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision 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.

25. 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 which may occur.

26. 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.

27. Governing Law.

This Master Deed, the Condominium Trust and By-Laws and the condominium created and regulated thereby, shall be governed in all respects by the Act as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision




to or substitution for the Act shall apply to this Master Deed, the Condominium Trust and By-laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or
- (b) To the extent permitted by applicable law, the Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Middlesex North District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 24(b) to the contrary, the owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex North District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium, including all its possible future phase(s).

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as an instrument under seal this 27 day of January, 2004.

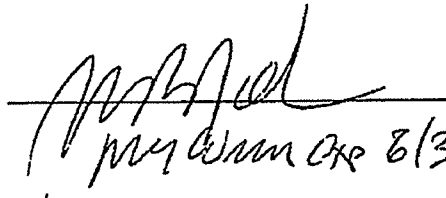
Stonewood, LLC

By:   
Maureen F. DiPalma  
Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 27<sup>th</sup> day of January, 2004 before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

  
my comm. exp 6/30/06

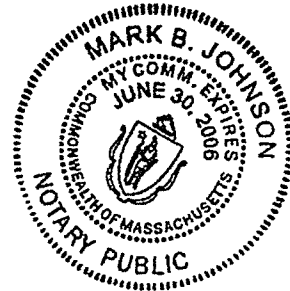


EXHIBIT A  
TO THE MASTER DEED  
OF  
EMERALD COURT CONDOMINIUM  
"LAND"

The following parcels of land with the buildings thereon, if any there be, located off of Court Street and North Street in Tewksbury, Middlesex County, Massachusetts and being more particularly described as follows:

*Parcel 1 (Registered Land)*

That certain parcel of land situate in Tewksbury, in the County of Middlesex and said Commonwealth, bounded and described as follows:

Lot Eleven (11) on Land Court Subdivision Plan 7340-E; all of said boundaries are determined by the Land Court to be located on Subdivision Plan 7340-E, drawn by Dana F. Perkins & Sons, Inc., Surveyors, dated September 20, 1961, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 33313.

There is appurtenant to the above-described Lot Eleven (11) the right to cut into or deposit filling for a width of not more than four (4) feet along the northeasterly side of an adjoining lot shown as Lot A on Plan 7340-B filed with Certificate of Title No. 1519, for the purpose of grading.

*Parcel 2 (Recorded Land)*

A certain parcel of land situated in said Tewksbury, situated westerly of North Street, but not adjacent thereto, and being shown as Lot A, containing 5.07 acres, more or less, on a plan of land entitled "Plan of Land in Tewksbury, Mass., for Tewksbury Water Dept.," Scale 1"=100', dated September 20, 1961, drawn by Dana F. Perkins & Sons, Inc., Civil Engineers and Surveyors, Lowell & Reading, Mass., which plan is recorded at the Middlesex North District Registry of Deeds in

Plan Book 99, Plan 140A, and which, according to said Plan, is more particularly bounded and described as follows:

Beginning at a stone bound with a drill hole at the most northerly corner of the premises hereinafter described and at other land of Armando J. Decarolis, et ux, as shown on said Plan; thence turning and running S58°37'00"E 700.00 feet, mostly by a ditch by said Decarolis land, to a stone bound with a drill hole in it at



land now or formerly of John V. Sullivan, et al; thence turning and running S77°36'50"W 919.39 feet, by said Sullivan land, to a stone bound with a drill hole in it at land now or formerly of Daniel Sterling; thence turning and running N28°03'10"E 637.03 feet, by said Decarolis land, to the stone bound at the point of beginning or however else said premises may be described.

*Parcel 3 (Recorded Land)*

A certain parcel of land situated in said Tewksbury, situated easterly of Court Street, and being shown as Parcel "B" containing 179 square feet of land, more or less, on a plan of land entitled "Taking Plan of Land, Court Street, Tewksbury, MA" Scale 1"=20', dated March 25, 1999, drawn by Cuoco & Cormier Engineering Associates, Inc., Civil Engineers and Surveyors, which plan is recorded at the Middlesex North District Registry of Deeds in Plan Book 201, Plan 133.

Together with the right of access over that portion of Court Street easterly of Washington Street shown as Parcel "A" on plan recorded in Plan Book 201, Plan 133 and described in Court Street Extension Order of Taking dated May 7, 2001 and recorded with the Middlesex North District Registry of Deeds in Book 11645, Page 202.

Said premises are conveyed together with the right to use Court Street and Washington Street, in common with all others entitled thereto, for all purposes for which streets and ways are commonly used in the Town of Tewksbury.

The foregoing parcels are contiguous to each other.

The Grantee for its successors and assigns by the recordation of this deed agrees to execute and record a Conservation Restriction on a portion of the property as referred to in the Order of Conditions issued by the Tewksbury Conservation Commission dated April 9, 2002, and recorded with the Middlesex North District Registry of Deeds, Book 13007, page 135, and as Document Number 204532 recorded with the Land Registration Office of said Registry.

For Grantor's title see deed dated June 24, 2002 and recorded at the Middlesex North County Registry of Deeds at Book 13236, Page 248 and at the Land Registration Office of the Land Court at said Deeds as Document No. 204644, Book 00183, Page 203.

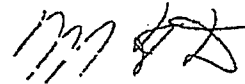


EXHIBIT B  
TO THE MASTER DEED  
OF  
EMERALD COURT CONDOMINIUM

"DESCRIPTION OF BUILDINGS

The Building comprising Phase I of the Emerald Court Condominium, containing units 88, 89 and 90 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portion of Unit 88 is a single story wood-frame building built on a concrete slab, with an asphalt roof. The location of the building is as shown on the Site Plan, and each unit contains a garage and two floors of living area.

EXHIBIT C  
TO THE MASTER DEED  
OF  
EMERALD COURT CONDOMINIUM

"DESCRIPTION OF UNITS"  
Phase I

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
88	Villa Home Phase I	1,882	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	33.03%	33.03%
89	Villa Home Phase I	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	31.19%	31.19%
90	Villa Home Phase I	2,219	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, A, G	35.78%	35.78%
TOTALS				100 %	100%

NOTES:

1. LR = Living Room; D = Dining Room; K = Kitchen; BK = Breakfast Area; F = Foyer; MB = Master Bedroom; B = Bath; Lav = Lavatory; Lft = Loft; G = Garage; A = Attic; S = Study; Ldy = Laundry
2. Each Unit has immediate access to common areas through its front, rear, and/or side doors.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Yard Area as shown on the Site Plan, and the entry way, and porch leading to that unit as shown on the building plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.

*Handwritten initials/signature*

Schedule C-1 to the Master Deed  
**EMERALD COURT CONDOMINIUM**  
 Percentage Interest (Future Phases)

The following table sets forth the undivided interests in the common areas and facilities appurtenant to each unit, assuming that all 181 (93 IL Units; 87 ILC Units; One (1) Assisted Living Unit housing up to 96 dwellings) currently proposed Units are added to the Condominium, and further assuming the units actually constructed are of the type shown on the attached schedule. **DECLARANT IS UNDER NO OBLIGATION TO CONSTRUCT THE PLAN TYPES SHOWN ON THE ATTACHED SCHEDULE AND THIS INFORMATION IS GIVEN HERE FOR ILLUSTRATIVE PURPOSES ONLY.** If all 181 units are not added to the condominium or Units in excess of 181 are added to the condominium, the percentages of undivided interest in the common areas and facilities will be calculated as set forth in the Act, using the following formula: the undivided interest in the common areas and facilities appurtenant to each Unit shall be in the approximate relation that the fair value of such Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units then in the condominium.

Column 1 headed "Units" describes the Unit(s). There are three types of Units: The Assisted Living Unit, Independent Living Congregate Unit, and Villa Home Unit, all of which are described in Section 1A of the Master Deed.

Column 2 headed "Number of Units" sets forth the number of Units in a Unit group. The Unit groups are the Assisted Living Group, the Independent Living Congregate Units Group, and the Villa Home Units Group. See Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 3 headed "Undivided Percentage Interests in the Common Areas and Facilities" sets forth the undivided percentage interest of each Unit in the common areas and facilities of the condominium as required by the provisions of Section 5 of the Act.

Column 4 headed "Total Undivided Percentage Interests of the Group" sets forth the aggregate of all undivided percentage interests in the common areas and facilities appurtenant to all Units in a group. Certain expenses are shared only by the Owners of Units in a designated subgroup - see Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 5 headed "Undivided Percentage Interest of a unit in the Group" sets forth the undivided percentage interest of each unit's portion of the expenses of a group that will be borne by each unit in that group. See Sections 5.4.9, 5.4.17 and 5.4.25 of the Condominium Trust.

Column 1	Column 2	Column 3	Column 4	Column 5
Units	Number of Units	Undivided Percentage Interests in the Common Area and Facilities	Total Undivided Percentage Interests of the Group	Undivided Percentage Interest of a unit in the Group
Assisted Living Unit	1	19.7%	19.7%	100%
Independent Living Congregate Unit	87	.3967%	34.51%	1.1495%
Villa Home Unit	93	*See Attached Schedule*	45.79%	*See Attached Schedule*
Total	181		100%	

*MPT*

**SCHEDULE C-1**  
**Columns 3 and 5**

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
1	Plan 2	1.0616%	0.4861%
2	Plan 1	1.0026%	0.4591%
3	Plan 3	1.1501%	0.5266%
4	Plan 3	1.1501%	0.5266%
5	Plan 1	1.0026%	0.4591%
6	Plan 2	1.0616%	0.4861%
7	Plan 2	1.0616%	0.4861%
8	Plan 1	1.0026%	0.4591%
9	Plan 3	1.1501%	0.5266%
10	Plan 3	1.1501%	0.5266%
11	Plan 1	1.0026%	0.4591%
12	Plan 2	1.0616%	0.4861%
13	Plan 1	1.0026%	0.4591%
14	Plan 3	1.1501%	0.5266%
15	Plan 2	1.0616%	0.4861%
16	Plan 2	1.0616%	0.4861%
17	Plan 1	1.0026%	0.4591%
18	Plan 3	1.1501%	0.5266%
19	Plan 2	1.0616%	0.4861%
20	Plan 2	1.0616%	0.4861%
21	Plan 2	1.0616%	0.4861%
22	Plan 1	1.0026%	0.4591%
23	Plan 3	1.1501%	0.5266%
24	Plan 3	1.1501%	0.5266%
25	Plan 1	1.0026%	0.4591%
26	Plan 2	1.0616%	0.4861%
27	Plan 2	1.0616%	0.4861%
28	Plan 1	1.0026%	0.4591%
29	Plan 3	1.1501%	0.5266%
30	Plan 3	1.1501%	0.5266%
31	Plan 1	1.0026%	0.4591%
32	Plan 2	1.0616%	0.4861%
33	Plan 2	1.0616%	0.4861%
34	Plan 1	1.0026%	0.4591%
35	Plan 3	1.1501%	0.5266%
36	Plan 3	1.1501%	0.5266%
37	Plan 1	1.0026%	0.4591%
38	Plan 2	1.0616%	0.4861%

*1/17/12*



**SCHEDULE C-1**  
**Columns 3 and 5**

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
39	Plan 3	1.1501%	0.5266%
40	Plan 3	1.1501%	0.5266%
41	Plan 2	1.0616%	0.4861%
42	Plan 1	1.0026%	0.4591%
43	Plan 3	1.1501%	0.5266%
44	Plan 3	1.1501%	0.5266%
45	Plan 1	1.0026%	0.4591%
46	Plan 2	1.0616%	0.4861%
47	Plan 2	1.0616%	0.4861%
48	Plan 1	1.0026%	0.4591%
49	Plan 3	1.1501%	0.5266%
50	Plan 3	1.1501%	0.5266%
51	Plan 1	1.0026%	0.4591%
52	Plan 2	1.0616%	0.4861%
53	Plan 2	1.0616%	0.4861%
54	Plan 1	1.0026%	0.4591%
55	Plan 3	1.1501%	0.5266%
56	Plan 3	1.1501%	0.5266%
57	Plan 1	1.0026%	0.4591%
58	Plan 2	1.0616%	0.4861%
59	Plan 2	1.0616%	0.4861%
60	Plan 1	1.0026%	0.4591%
61	Plan 3	1.1501%	0.5266%
62	Plan 3	1.1501%	0.5266%
63	Plan 1	1.0026%	0.4591%
64	Plan 2	1.0616%	0.4861%
65	Plan 2	1.0616%	0.4861%
66	Plan 1	1.0026%	0.4591%
67	Plan 3	1.1501%	0.5266%
68	Plan 3	1.1501%	0.5266%
69	Plan 1	1.0026%	0.4591%
70	Plan 2	1.0616%	0.4861%
71	Plan 2	1.0616%	0.4861%
72	Plan 2	1.0616%	0.4861%
73	Plan 3	1.1501%	0.5266%
74	Plan 3	1.1501%	0.5266%
75	Plan 3	1.1501%	0.5266%
76	Plan 2	1.0616%	0.4861%

*MPT*

SCHEDULE C-1  
Columns 3 and 5

<u>Unit</u>	<u>Type</u>	<u>Group %</u>	<u>Common %</u>
77	Plan 1	1.0026%	0.4591%
78	Plan 3	1.1501%	0.5266%
79	Plan 3	1.1501%	0.5266%
80	Plan 1	1.0026%	0.4591%
81	Plan 2	1.0616%	0.4861%
82	Plan 2	1.0616%	0.4861%
83	Plan 1	1.0026%	0.4591%
84	Plan 3	1.1501%	0.5266%
85	Plan 3	1.1501%	0.5266%
86	Plan 1	1.0026%	0.4591%
87	Plan 2	1.0616%	0.4861%
88	Plan 2	1.0616%	0.4861%
89	Plan 1	1.0026%	0.4591%
90	Plan 3	1.1501%	0.5266%
91	Plan 3	1.1501%	0.5266%
92	Plan 1	1.0026%	0.4591%
93	Plan 2	1.0616%	0.4861%
Totals		100.0000%	45.7900%

*MJD*

**EXHIBIT D**

**Planning Board Approval of Condominium Documents**

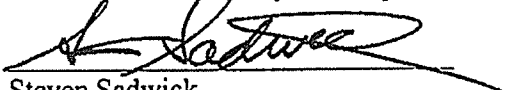
TOWN OF TEWKSBURY  
OFFICE OF THE PLANNING BOARD  
TEWKSBURY, MASSACHUSETTS

TEWKSBURY, Massachusetts, January 27, 2004

By unanimous vote of the Planning Board on January 26, 2004, Steven Sadwick, Director of Community Development, was authorized and directed to sign this Exhibit D certifying, in accordance with the terms of Section IV.10 of the Community Development District Special Permit (Site Plan Special Permit # 0002-01) recorded at the Middlesex North District Registry of Deeds at Book 12961, page 243, that the Amended and Restated Master Deed and Declaration of Trust of Emerald Court Condominium, recorded herewith, has been reviewed and approved by the Planning Board insofar as the terms of the Special Permit have been incorporated therein.

Such approval is given with the specific understanding and limitation that the Planning Board has the right to enforce the terms of the Special Permit issued for this project and that any modification of the Amended and Restated Master Deed and Declaration of Trust must be in conformance with said terms of said Special Permit.

Director of Community Development,

  
Steven Sadwick,

COMMONWEALTH OF MASSACHUSETTS

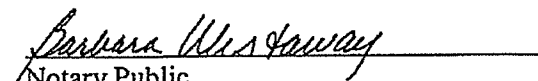
Middlesex, SS.

January 27, 2004

Then personally appeared Steven Sadwick, Director of Community Development of the Town of Tewksbury, Massachusetts, and acknowledged the foregoing instrument to be his free act and deed, in the capacity indicated herein, before me,

END OF DOCUMENT

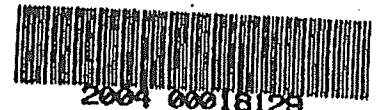


  
Notary Public  
My commission expires Oct 29, 2004



FIRST SPECIAL AMENDMENT TO MASTER DEED

OF EMERALD COURT CONDOMINIUM



2004 00018128

Bk: 16990 Pg: 293 Page: 1 of 3  
Recorded: 03/18/2004 02:28 PM

(Pursuant to ¶ 19 of the Master Deed of Emerald Court Condominium)

WHEREAS STONEWOOD LLC, a Massachusetts Limited Liability Company having a usual place of business in Tewksbury, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Tewksbury, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1, as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 17, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16840 Page 249, as affected by First Phasing Amendment to Master Deed, dated February 6, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841 Page 38, establishing EMERALD COURT CONDOMINIUM; and

WHEREAS, Paragraph 19(e) of said Master Deed sets forth the manner in which said Master Deed may be amended to bring the Master Deed into compliance with M.G.L. c. 183A; and to correct clerical or typographical errors in the Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto;

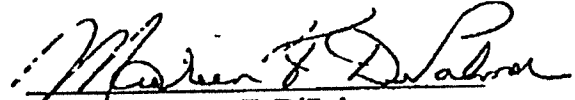
NOW, THEREFORE, the Declarant does hereby amend said Master Deed in accordance with the applicable provisions of said Master Deed as follows:

1. The Exhibit A (Legal Description) attached to the Master Deed Amended and Restated Master Deed Emerald Court Condominium dated January 17, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16840 Page 249, is deleted and the attached Exhibit A is inserted in its place. The purpose of this change is to accurately reflect the actual boundaries of the land comprising the Condominium based on an on-the-ground-survey and showing that subject parcel shown as Lot 11 on Land Court Plan 7430E has been withdrawn from registration and correct certain errors on Plan 7430E.

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

Executed as a Sealed Instrument on this day, March 15, 2004

Stonewood, LLC



By: Maureen F. DiPalma  
Its: Manager

**COMMONWEALTH OF MASSACHUSETTS**

*Middlesex* ESSEX, ss.

On this 15<sup>th</sup> day of March, 2004, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,



Notary Public

My Commission Expires: 8/27/2010

Exhibit A

Legal Description

That certain parcel of land with the buildings thereon and those to be constructed thereon located on Emerald Court, off Court Street, in Tewksbury, Middlesex County, Massachusetts, and being shown as Map 48, Lot 79 on a plan of land entitled "Map 48 Lot 79, Boundary Plan, Emerald Court, Court Street, Tewksbury, Massachusetts," prepared for Stonewood, LLC, drawn by Cuoco & Cormier Engineering Associates, Inc., dated March 8, 2004, Scale 1"=100', which plan is recorded herewith in Plan Book 213, as Plan Number 117.

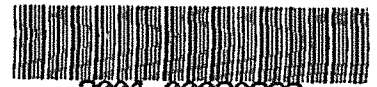
Map 48, Lot 79 contains 2,991,069 square feet of land (68.67 acres) more or less, all as shown on said plan.

END OF DOCUMENT

*Richard P. Howe Jr.*







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SECOND SPECIAL AMENDMENT TO MASTER DEED  
OF EMERALD COURT CONDOMINIUM

(Pursuant to ¶ 19 of the Master Deed of Emerald Court Condominium)

WHEREAS STONEWOOD LLC, a Massachusetts Limited Liability Company having a usual place of business in Tewksbury, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Tewksbury, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1, as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 17, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16840 Page 249, as affected by First Phasing Amendment to Master Deed, dated February 6, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841 Page 38, as affected by First Special Amendment to Master Deed of Emerald Court Condominium recorded in Book 16990, Page 293, as affected by Second Phasing Amendment adding Phase 3 recorded in Book 16990, Page 284, as affected by Third Phasing Amendment adding Phase 4 recorded in Book 17452, Page 97, as affected by Fourth Phasing Amendment adding Phase 5 recorded in Book 17578, Page 43, as affected by Fifth Phasing Amendment adding Phase 6 recorded in Book 17799, Page 258, establishing EMERALD COURT CONDOMINIUM; and

WHEREAS, Paragraph 19(e) of said Master Deed sets forth the manner in which said Master Deed may be amended to bring the Master Deed into compliance with M.G.L. c. 183A; and to correct clerical or typographical errors in the Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto;

NOW, THEREFORE, the Declarant does hereby amend said Master Deed in accordance with the applicable provisions of said Master Deed as follows:

1. Paragraph 21, subparagraph (b) of the Master Deed is deleted and the following inserted in its place:

(b) All amendments of this Master Deed executed pursuant to the rights, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in paragraph 19 hereof shall be fully valid if executed by the Declarant or assignee of Declarant's Phasing Rights under recorded instrument and no signature of any party other than the party holding the Development Rights being exercised by any such Phasing Amendment shall be required on any such Phasing Amendment to this Master Deed.

2. Paragraph 11-2, subparagraph (c) of the Master Deed is deleted and the following inserted in its place:

(b) **Leasing/Rental Restrictions:** All leases or rental agreements for Units or any portion thereof shall be in writing. All leases and rental agreements shall be for a minimum duration of six months as to the Villa Home Units (IL Units) and the Garden Style Units (Independent Congregate Living or ILC Units), and for a minimum duration of thirty days as to all or any portion of the Assisted Living Unit (AL Unit). Lessors are required to provide the Association with a copy of the lease/rental agreement, and to otherwise abide by the Rules and Regulations regarding leases/rental restrictions, as amended from time to time by the Trustees. All leases and written rental agreement for Units within the condominium shall include the following language:

This lease/rental agreement 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 Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Each Unit shall be used only for residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a Unit for more than 90 days in any nine (9) month period. In the event of the death of the "qualifying occupant(s)" of a unit, or the foreclosure or other involuntary transfer of a Unit, a two year exemption shall be allowed for the transfer occupancy of the Unit to another eligible household. Failure to comply with these provisions shall be deemed a material breach of this lease agreement.

**Violation-by-Tenants:** Unit Owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Trustees 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 Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Trustees 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/Landlord upon termination of this agreement. A copy of this lease/rental agreement shall be filed by the Unit Owner with the Trustees of Condominium at the following address:

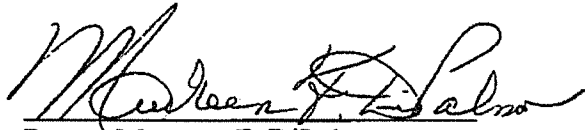
Each lease/rental agreement must contain the following information: the names of all persons that will reside in the unit who is/are 55 years of age or older, make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should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

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

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

Executed as a sealed instrument on this day, July 22, 2004

Stonewood, LLC



By: Maureen F. DiPalma  
Its: Manager

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss.

On this 22 day of July, 2004, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

**END OF DOCUMENT**



\_\_\_\_\_  
Notary Public  
My Commission Expires:

6/30/06







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**FOURTEENTH PHASING AMENDMENT TO MASTER DEED  
OF EMERALD COURT CONDOMINIUM  
(Adding Phase 15)**

WHEREAS Stonewood, LLC, a Massachusetts limited liability company with a principal office address of 36 Hillman Street Unit 1, Tewksbury, MA 01876, (hereinafter referred to as "Stonewood") is the holder of Development Rights pursuant to Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1 as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 27, 2004 and recorded at Book 16840, Page 249 as affected by First Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 2) dated February 6, 2004 and recorded at Book 16841, Page 38 as affected by Second Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 3) dated March 15, 2004 and recorded at Book 16990, Page 285 as affected by First Special Amendment to Master Deed of Emerald Court Condominium dated March 15, 2004 and recorded at Book 16990, Page 293 as affected by Third Phasing Amendment to the Master Deed of Emerald Court Condominium (Adding Phase 4) dated June 14, 2004 and recorded at Book 17452, Page 97 as affected by Fourth Phasing Amendment to Emerald Court Condominium (Adding Phase 5) dated July 12, 2004 and recorded at Book 17578, Page 43 as affected by Fifth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 6) dated September 2, 2004 and recorded at Book 17799, Page 256 as affected by Sixth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 7) dated October 7, 2004 and recorded at Book 17932, Page 44 as affected by Seventh Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 8) dated November 30, 2004 and recorded at Book 18144, Page 111 as affected by Eighth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 9) dated March 8, 2005 and recorded at Book 18480, Page 62, as affected by Ninth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 10) recorded at Book 18698, Page 62, as affected by the Tenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 11) recorded at Book 18995, Page 242, as affected by the Eleventh Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 12) recorded at Book 19285, Page 280, as affected by the Twelfth Phasing Amendment to Master Deed of Emerald Court

Condominium (Adding Phase 13) recorded at Book 19366, Page 173, as affected by the Thirteenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 14) recorded at Book 19585, Page 1, which Master Deed as amended reserved rights to allow Stonewood to add Independent Living Congregate Units in a two-wing building to be known as "The Magnolia at Emerald Court" to the Emerald Court Condominium located in one or more buildings, on land located off of Court Street, Tewksbury, Middlesex 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; and

WHEREAS, Paragraph 19 of said Master Deed sets forth the manner in which said Master Deed may be amended to add the Buildings containing up to eighty-seven (87) Independent Living Congregate ("The Magnolia at Emerald Court" aka "Mid-Rise Building" or "Garden Style") Units to Emerald Court Condominium;

NOW, THEREFORE, Stonewood 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 fifty-one (51) units located in the Magnolia at Emerald Court in said Tewksbury:

Units 1101-1116 located on the First Floor  
Units 1201-1218 located on the Second Floor  
Units 1301-1316 and Unit 1318 located on the Third Floor  
each unit containing 1 story

(Note: There is no unit 1317)

Said Units comprising Phase 15 are shown within proposed phases numbered 22-24 on Plans of Land entitled "MAP 48 LOT 79 CONDO PHASE PLAN-EMERALD COURT MAGNOLIA (ILC UNITS) PHASE 22, 23 & 24, COURT STREET, TEWKSBURY, MASSACHUSETTS 01876, dated May 16, 2006" which plans are filed and recorded with said Registry of Deeds herewith, and which show the new building and units being added to the Condominium; and

Stonewood further amends said Master Deed by amending paragraph 11-1(h) to read:

- (i) *As to the Villa Home Units, no livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained within the Condominium or its Common Areas and Facilities, on any EUA or in any structure thereon, or in any unit, but ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers, by any owner of a Villa Home Unit during such time as such Unit is occupied. Only*

*one dog or one cat is permitted per Unit. No pet may exceed thirty-five (35) pounds. After due notice and hearing the Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.*

(ii) *As to the Independent Living Congregate Units, no pets are allowed.*

Attached hereto are amended Exhibits B and C describing the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and 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, and a new set of Floor Plans of 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.

The boundaries of each such Unit within the Building with respect to floors, ceilings, walls, doors and windows thereof are as delineated in paragraph 6 of the Amended and Restated Master Deed Emerald Court Condominium dated January 27, 2004 and recorded at Book 16840, Page 249. 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 addition to all other restrictions affecting the units, the units hereby created are subject to the restriction that, as to units located on the second and third floors, no hardwood or tile flooring may be installed within such units except in the now existing kitchen, dining area, and/or foyer. This restriction shall survive in perpetuity and shall be enforceable by the Condominium Trustees of both or either the Emerald Court Condominium Trust or the ILC Group of the Emerald Court Condominium Trust.

IN WITNESS WHEREOF, the said Stonewood, LLC has caused its seal to be hereto affixed and in these presents signed by Maureen F. Dipalma, Manager, duly authorized, on this 13<sup>th</sup> day of June, 2006.

STONEWOOD, LLC




By: Maureen F. Dipalma

Its: Manager

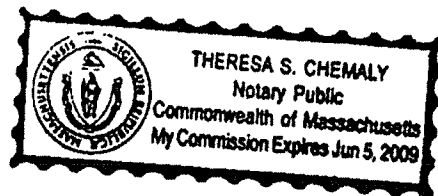
**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, ss.

On this 13<sup>th</sup> day of June, 2006, before me, the undersigned notary public, personally appeared Maureen F. Dipalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she has the authority to sign in such capacity,



Notary Public  
My Commission Expires: June 5, 2009







Bk: 21903 Pg: 221 Page: 1 of 26  
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(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY FO DEEDS USE)

SIXTEENTH PHASING AMENDMENT TO MASTER DEED  
OF EMERALD COURT CONDOMINIUM  
(Adding Phase 17)

WHEREAS Stonewood, LLC, a Massachusetts limited liability company with a principal office address of 36 Hillman Street Unit 1, Tewksbury, MA 01876, (hereinafter referred to as "Stonewood") is the holder of Development Rights pursuant to Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1 as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 27, 2004 and recorded at Book 16840, Page 249 as affected by First Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 2) dated February 6, 2004 and recorded at Book 16841, Page 38 as affected by Second Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 3) dated March 15, 2004 and recorded at Book 16990, Page 285 as affected by First Special Amendment to Master Deed of Emerald Court Condominium dated March 15, 2004 and recorded at Book 16990, Page 293 as affected by Third Phasing Amendment to the Master Deed of Emerald Court Condominium (Adding Phase 4) dated June 14, 2004 and recorded at Book 17452, Page 97 as affected by Fourth Phasing Amendment to Emerald Court Condominium (Adding Phase 5) dated July 12, 2004 and recorded at Book 17578, Page 43 as affected by Fifth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 6) dated September 2, 2004 and recorded at Book 17799, Page 256 as affected by Sixth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 7) dated October 7, 2004 and recorded at Book 17932, Page 44 as affected by Seventh Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 8) dated November 30, 2004 and recorded at Book 18144, Page 111 as affected by Eighth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 9) dated March 8, 2005 and recorded at Book 18480, Page 62, as affected by Ninth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 10) recorded at Book 18698, Page 62, as affected by the Tenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 11) recorded at Book 18995, Page 242, as affected by the Eleventh Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 12) recorded at Book 19285, Page 280, as affected by the Twelfth Phasing Amendment to Master Deed of Emerald Court

- Condominium (Adding Phase 13) recorded at Book 19366, Page 173, as affected by the Thirteenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 14) recorded at Book 19585, Page 1, as affected by the Fourteenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 15) recorded at Book 20194, Page 26, as affected by the Fifteenth Phasing Amendment to Master Deed of Emerald Court Condominium (Adding Phase 16) recorded at Book 20498, Page 107, which Master Deed as amended reserved rights to allow Stonewood to add Independent Living Congregate Units in a two-wing building known as “The Magnolia at Emerald Court” to the Emerald Court Condominium on land located off of Court Street, Tewksbury, Middlesex 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; and

WHEREAS, Paragraph 19 of said Master Deed sets forth the manner in which said Master Deed may be amended to add the Buildings containing up to eighty-seven (87) Independent Living Congregate (“The Magnolia at Emerald Court” aka “Mid-Rise Building” or “Garden Style”) Units to Emerald Court Condominium;

NOW, THEREFORE, Stonewood 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 thirty-six (36) units located in the Magnolia at Emerald Court Condominium in said Tewksbury:

Units 1117-1128 located on the First Floor  
Units 1219-1230 located on the Second Floor  
Unit 1317, Units 1319-1328, and Unit 1330 located on the Third Floor  
each unit containing 1 story

(Note: Unit 1318 was created by prior phasing Amendment; there is no Unit 1329.)

Said Units comprising Phase 17 are shown within proposed phases numbered 22-24 on Plans of Land entitled “MAP 48 LOT 79 CONDO PHASE PLAN-EMERALD COURT MAGNOLIA (ILC UNITS) PHASE 22, 23 & 24, COURT STREET, TEWKSBURY, MASSACHUSETTS 01876, dated May 16, 2006” which plans are recorded with said Registry of Deeds in Plan Book 221, Plan 96, and show the building in which the new units being added to the Condominium are located; and

Attached hereto are amended Exhibits B and C including the designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and 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, and a new set of Floor Plans of 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.

The boundaries of each such Unit within the Building with respect to floors, ceilings, walls, doors and windows thereof are as delineated in paragraph 6 of the Amended and Restated Master Deed Emerald Court Condominium dated January 27, 2004 and recorded at Book 16840, Page 249. 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.

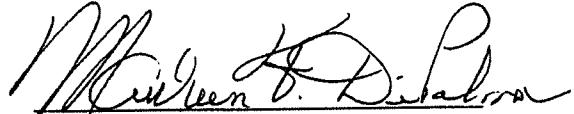
In addition to all other restrictions affecting the units, the units hereby created are subject to the restriction that, as to units located on the second and third floors, no hardwood or tile flooring may be installed within such units except in the now existing kitchen, dining area, and/or foyer. This restriction shall survive in perpetuity and shall be enforceable by the Condominium Trustees of both or either the Emerald Court Condominium Trust or the ILC Group of the Emerald Court Condominium Trust.

END OF TEXT

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the said Stonewood, LLC has caused its seal to be hereto affixed and in these presents signed by Maureen F. Dipalma, Manager, duly authorized, on this 25<sup>th</sup> day of January, 2008.

STONEWOOD, LLC



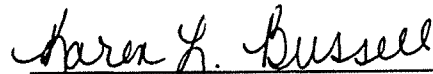
By: Maureen F. Dipalma

Its: Manager

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss.

On this 25<sup>th</sup> day of January, 2008, before me, the undersigned notary public, personally appeared Maureen F. Dipalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she has the authority to sign in such capacity,



Notary Public

My Commission Expires:

6/15/2012



EXHIBIT B  
TO THE MASTER DEED  
OF  
EMERALD COURT CONDOMINIUM  
DESCRIPTION OF BUILDING

The Building comprising Phase I of the Emerald Court Condominium, containing units 88, 89 and 90 inclusive, is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portion of Unit 88 is a single story wood-frame building built on a concrete slab, with an asphalt roof. The location of the building is within proposed phase 1 as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The four (4) Buildings comprising Phase II of the Emerald Court Condominium, containing Units 53, 54 and 55; Units 56, 57 and 58, Units 65, 66 and 67; and Units 68, 69 and 70, are each two-story wood-framed dwellings, with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portion of Units 53, 58, 65 and 70 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two-story building which contains the remainder of the Units. The location of the buildings are within proposed phases 7 and 9 as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase III of the Emerald Court Condominium, containing Units 59, 60, 61 and Units 62, 63 and 64; are each two-story wood-framed dwellings with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portions of Units 59 and 64 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two story building which contains the remainder of the Units. The location of the buildings are within proposed phase 8 shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase IV of the Emerald Court Condominium, containing Units 47, 48 and 49 and Units 50, 51 and 52; are each two-story wood-framed dwellings with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portions of Units 47 and 52 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two story building which contains the remainder of the Units. The location of the buildings are within proposed phase 10 shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase V of the Emerald Court Condominium, containing Units 41, 42, and 43, Units 44, 45 and 46; are each two-story wood-framed dwellings with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portions of Units 41 and 46 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two story building which contains the remainder of the Units. The location of the buildings are within proposed phase 11 shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase VI of the Emerald Court Condominium, containing Units 7, 8 and 9, and Units 10, 11, and 12; are each two-story wood-framed dwellings with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portions of Units 7 and 12 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two story building which contains the remainder of the Units. The location of the buildings are within proposed phase 19 shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase VII of the Emerald Court Condominium, containing Units 1, 2 and 3, and Units 4, 5, and 6; are each two-story wood-framed dwellings with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portions of Units 1 and 6 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two story building which contains the remainder of the Units. The location of the buildings are within proposed phase 21 shown on the Site Plan, and each unit contains a garage and two floors of living area.

The five (5) Buildings comprising Phase VIII of the Emerald Court Condominium, containing Unit 73, Units 76, 77 and 78, Units 79, 80 and 81, Units 82, 83 and 84; Units 85, 86, and 87, are each two-story wood-framed dwellings, with a poured concrete foundation, vinyl siding, and asphalt roof. The attached garage portion of Units 76 and 81 and Units 82 and 87 are single story wood-frame buildings built on a concrete slab, with an asphalt roof attached, in each case to the two-story building which contains the remainder of the Units. The location of Buildings are within proposed phases 3, 4, and 5 as shown on the Site Plan, and each unit contains a garage and two floors of living area, except for Unit 73 which contains a garage, two floors of living area, and a basement.

The five (5) Buildings comprising Phase IX of the Emerald Court Condominium, containing Units 13 and 14; Units 15 and 16; Units 17 and 18; Units 71 and 72; and Units 74 and 75, are each two-story wood-framed dwellings, with a poured concrete foundation, vinyl siding, and asphalt roof; the Units 71 and 72; and Units 74 and 75 buildings also have basements. The location of Buildings are within proposed phases 5, 6, 17, 18 and 20 as shown on the Site Plan, and each unit contains a garage and two floors of living area, except for Units 71, 72, 74 and 75 each of which contains a garage, two floors of living area, and a basement.

The three (3) Buildings comprising Phase X of the Emerald Court Condominium, containing Units 19 and 20; Units 39 and 40; and Units 91, 92 and 93, are each two-story wood-framed dwellings, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of Buildings are within proposed phases 2, 12, and 16 as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The one (1) Building comprising Phase XI of the Emerald Court Condominium, containing Units 21-23 is a two-story wood-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of the Building is within proposed phase 15 as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase XII of the Emerald Court Condominium, containing Units 27-29 and Units 30-32 are two-story wood-framed dwellings, with a poured concrete foundations, vinyl siding and an asphalt roof. The locations of the Buildings are within proposed Phase 14 as shown on the Site Plan, and each unit contains a garage and two floors of living area.

The one (1) Building comprising Phase XIII of the Emerald Court Condominium containing Units 33-35 is a two-story wood-framed dwelling with a poured concrete foundation, vinyl siding, and asphalt roof. The location of the Building are within proposed Phase 13 as shown on the Site Plan and each unit contains a garage and two floors of living area.

The two (2) Buildings comprising Phase XIV of the Emerald Court Condominium containing Units 24-26 and units 36-38 are two-story wood framed dwellings, with poured concrete foundations, vinyl siding, and asphalt roofs. The location of Units 24-26 are within proposed Phase 15 and Units 36-38 are within proposed Phase 13 as shown on the Site Plans. Each unit contains a garage and two floors of living area.

The one (1) Building including Phase XV of the Emerald Court Condominium (which is the same building that includes the units being added by Phase XVII), The Magnolia at Emerald Court, contains Independent Living Congregate Units 1101-1116 located on the First Floor, Independent Living Congregate Units 1201-1218 located on the Second Floor, and Independent Living Congregate Units 1301-1316 and Independent Living Congregate Unit 1318 located on the Third Floor, and is a three-story steel-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of the building is within proposed phases 22-24 as shown on the Site Plan, and each unit contains one floor of living area, and has appurtenant exclusive use of a storage space and one parking space.

The one (1) Building comprising Phase XVI of the Emerald Court Condominium containing the Assisted Living Unit is a three (3) story wood framed building, with poured concrete foundations, vinyl siding, and asphalt roofs. The location of the Assisted Living Unit is within proposed Phase 25 as shown on the Site Plan. The unit contains 96 dwellings.

The one (1) Building including Phase XVII of the Emerald Court Condominium (which is the same building that included the units added by Phase XV), The Magnolia at Emerald Court, contains Independent Living Congregate Units 1117-1128 located on the First Floor, Independent Living Congregate Units 1219-1230 located on the Second Floor, and Independent Living Congregate Units 1317, 1319-1328 and Independent Living Congregate Unit 1330 located on the Third Floor, and is a three-story steel-framed dwelling, with a poured concrete foundation, vinyl siding, and asphalt roof. The location of the building is within proposed phases 22-24 as shown on the Site Plan, and each unit contains one floor of living area, and has appurtenant exclusive use of a storage space and one or more parking spaces.



Emerald Court Condominium

Schedule C

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1	Villa Home Phase VII	1,882	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
2	Villa Home Phase VII	1,746	LR, K, BK, F, MB, BR, 2B Lft, Lav, Ldy, A, G	0.4553%	0.9944%
3	Villa Home Phase VII	2,244	LR, D, K, BK, F, MB, BR, 2B, Lft, S, Lav, 2 A, G	0.5223%	1.1407%
4	Villa Home Phase VII	2,244	LR, D, K, BK, F, MB, S, Lft BR, 2B, 2 A, G	0.5223%	1.1407%
5	Villa Home Phase VII	1,972	LR, K, BK, F, Lav, Ldy, MB, 2.20G, Lft, 2B, BR, BN	0.4553%	0.9944%
6	Villa Home Phase VII	2,134	LR, D, K, BK, F, MB, BR, Lav, B, 2B,G, 2B, BN	0.4821%	1.0529%
7	Villa Home Phase VI	1,961	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
8	Villa Home Phase VI	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
9	Villa Home Phase VI	2,244	LR, D, K, BK, F, MB, S, 2B, BR, Lft, G, 2A	0.5223%	1.1407%
10	Villa Home Phase VI	2,244	LR, D, K, BK, F, MB, S, 2B, BR, Lft, G, 2A	0.5223%	1.1407%
11	Villa Home Phase VI	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
12	Villa Home Phase VI	1,961	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
13	Villa Home Phase IX	2,494	LR, D, K, BK, F, MB, BR, 2B, Lav, BN, A, G	0.5223%	1.1407%
14	Villa Home Phase IX	2,244	LR, D, K, BK, F, S, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%
15	Villa Home Phase IX	2,244	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%

Emerald Court Condominium

Schedule C

16	Villa Home Phase IX	2,244	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%
17	Villa Home Phase IX	2,494	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%
18	Villa Home Phase IX	2,494	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%
19	Villa Home Phase X	2,244	LR, D, K, BK, F, MB, 2B, BR, Lft, G, 2A, S, Lav	0.5223%	1.1407%
20	Villa Home Phase X	2,244	LR, D, K, BK, F, MB, 2B, BR, Lft, G, 2A, S, Lav	0.5223%	1.1407%
21	Villa Home Phase XI	1,882	LR, D, K, BK, F, MB, BR, 2B, G, A	0.4821%	1.0529%
22	Villa Home Phase XI	1,746	LR, K, BK, F, MB, BR, 2B, Lav, Lft, Ldy, G, A	0.4553%	0.9944%
23	Villa Home Phase XI	2,244	LR, K, BK, D, F, MB, BR, S, 2B, Lft, Lav, A, G	0.5223%	1.1407%
24	Villa Home Phase XIV	2,444	LR, D, K, BK, F, MB, 2B, Lav, Lft, G, A, S, BN, BR	0.5223%	1.1407%
25	Villa Home Phase XIV	2,032	LR, K, BK, F, MB, 2B, Lav, Lft, G, Ldy, BN, BR	0.4553%	0.9944%
26	Villa Home Phase XIV	2,134	LR, D, K, BK, F, MB, 2B, Lav, G, BN, BR	0.4821%	1.0529%
27	Villa Home Phase XII	2,134	LR, D, K, BK, F, MB, 2B, BN, BR, G	0.4821%	1.0529%
28	Villa Home Phase XII	1,746	LR, K, BK, F, MB, 2B, Lav, Lft, G, A, Ldy, BR	0.4553%	0.9944%
29	Villa Home Phase XII	2,491	LR, D, K, Bk, F, MB, 2B, Lav, Lft, G, A, S, BN, BR	0.5223%	1.1407%
30	Villa Home Phase XII	2,444	LR, D, K, Bk, F, MB, 2B, Lav, Lft, G, A, BN, BR	0.5223%	1.1407%
31	Villa Home Phase XII	2,032	LR, K, BK, F, MB, 2B, Lav, Lft, G, Ldy, BN, BR	0.4553%	0.9944%
32	Villa Home Phase XII	1,882	LR, D, K, Bk, MB, 2B, Lav, G, A, BR	0.4821%	1.0529%

Emerald Court Condominium

Schedule C

33	Villa Home Phase XIII	2,134	LR, D, K, BK, F, MB, 2B, Lav, G, BN, BR	0.4821%	1.0529%
34	Villa Home Phase XIII	2,032	LR, K, BK, F, MB, 2B, Lav, Lft, G, Ldy, BN, BR	0.4553%	0.9944%
35	Villa Home Phase XIII	2,491	LR, D, K, BK, F, MB, 2B, Lav, Lft, G, A, S, BN, BR	0.5223%	1.1407%
36	Villa Home Phase XIV	2,244	LR, D, K, BK, F, MB, 2B, Lav, Lft, G, A, S, BR	0.5223%	1.1407%
37	Villa Home Phase XIV	1,746	LR, K, BK, F, MB, 2B, Lav, Lft, G, A, Ldy, BR	0.4553%	0.9944%
38	Villa Home Phase XIV	2,134	LR, D, K, BK, F, MB, 2B, Lav, G, BN, BR	0.4821%	1.0529%
39	Villa Home Phase X	2,494	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.5223%	1.1407%
40	Villa Home Phase X	2,244	LR, D, K, BK, F, MB, 2B, BR, Lft, G, A, BN, S, Lav	0.5223%	1.1407%
41	Villa Home Phase V	2,032	LR, K, BK, F, MB, BR, 2B, Lav, Ldy, Lft, BN, G	0.4821%	1.0529%
42	Villa Home Phase V	2,032	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%
43	Villa Home Phase V	2,244	LR, D, K, BK, F, MB, 2B, BR, Lft, G, 2A, S, Lav	0.5223%	1.1407%
44	Villa Home Phase V	2,244	LR, D, K, BK, F, MB, 2B, BR, Lft, G, 2A, S, Lav	0.5223%	1.1407%
45	Villa Home Phase V	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, G, A	0.4553%	0.9944%
46	Villa Home Phase V	2,134	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
47	Villa Home Phase IV	2,134	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
48	Villa Home Phase IV	2,032	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%
49	Villa Home Phase IV	2,494	LR, D, K, BK, F, MB, 2B, BR, Lft, G, A, BN, S	0.5223%	1.1407%

Emerald Court Condominium

Schedule C

50	Villa Home Phase IV	2,494	LR, D, K, BK, F, MB, 2B, BR, Lft, G, A, BN, S	0.5223%	1.1407%
51	Villa Home Phase IV	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, G	0.4553%	0.9944%
52	Villa Home Phase IV	2,134	LR, D, K, BK, F, MB, BR, 2B, Lav, A, G	0.4821%	1.0529%
53	Villa Home Phase II	1,974	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.4821%	1.0529%
54	Villa Home Phase II	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
55	Villa Home Phase II	2,244	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
56	Villa Home Phase II	2,494	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
57	Villa Home Phase II	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
58	Villa Home Phase II	1,916	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.4821%	1.0529%
59	Villa Home Phase III	2,134	LR, D, K, MB, BK, 2B, BR, F, G, BN, Lav	0.4821%	1.0529%
60	Villa Home Phase III	1,746	LR, K, BK, Lav, F, MB, 2B, BR, Lft, G, A	0.4553%	0.9944%
61	Villa Home Phase III	2,494	LR, D, K, BK, F, MB, 2B, BR, Lft, G, A, S	0.5223%	1.1407%
62	Villa Home Phase III	2,219	LR, D, BR, Lav, F 2B MB, BK Lft, G, A,S	0.5223%	1.1407%
63	Villa Home Phase III	1,746	LR, K, BK, Lndry, F, Lav, MB, 2B, BR, Lft, G, A	0.4553%	0.9944%
64	Villa Home Phase III	1,974	LR, D, K, BK, F, MB, 2B, BR, G, A	0.4821%	1.0529%
65	Villa Home Phase II	1,974	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.4821%	1.0529%

Emerald Court Condominium

Schedule C

66	Villa Home Phase II	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
67	Villa Home Phase II	2,494	R, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
68	Villa Home Phase II	2,219	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, A, G	0.5223%	1.1407%
69	Villa Home Phase II	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
70	Villa Home Phase II	1,882	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.4821%	1.0529%
71	Villa Home Phase IX	2,494 plus 1,297 unfinished Basement	LR, D, K, BK, F, MB, BR, 2B, Lav, BN, A, G & Unfinished Basement	0.5223%	1.1407%
72	Villa Home Phase IX	2,244 plus 1,297 unfinished Basement	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G & Unfinished Basement	0.5223%	1.1407%
73	Villa Home Phase VIII	3,791	LR, D, K, BK, S, F, MB, 2B, 2 Lav, BR, BN, Lft, A, G & 3 Basement Rooms	0.5223%	1.1407%
74	Villa Home Phase IX	2,244 plus 1,297 unfinished Basement	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G & Unfinished Basement	0.5223%	1.1407%
75	Villa Home Phase IX	2,244 plus 1,297 unfinished Basement	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G & Unfinished Basement	0.5223%	1.1407%
76	Villa Home Phase VIII	2,134	LR, D, K, MB, BK, 2B, BR, F, G, BN, Lav	0.4821%	1.0529%
77	Villa Home Phase VIII	2,032	LR, K, BK, F, MB, BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%

Emerald Court Condominium

Schedule C

78	Villa Home Phase VIII	2,494	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
79	Villa Home Phase VIII	2,494	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
80	Villa Home Phase VIII	2,032	LR, K, BK, F, MB, BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%
81	Villa Home Phase VIII	2,134	LR, D, K, MB, BK, 2B, BR, F, G, A, Lav	0.4821%	1.0529%
82	Villa Home Phase VIII	2,134	LR, D, K, MB, BK, 2B, BR, F, G, BN, Lav	0.4821%	1.0529%
83	Villa Home Phase VIII	2,032	LR, K, BK, F, MB, BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%
84	Villa Home Phase VIII	2,244	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, 2A, G	0.5223%	1.1407%
85	Villa Home Phase VIII	2,494	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, BN, A, G	0.5223%	1.1407%
86	Villa Home Phase VIII	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
87	Villa Home Phase VIII	2,134	LR, D, K, MB, BK, 2B, BR, F, G, A, Lav	0.4821%	1.0529%
88	Villa Home Phase I	1,882	LR, D, K, BK, F, MB, BR, 2B, Lav, 2A, G	0.4821%	1.0529%
89	Villa Home Phase I	1,746	LR, K, BK, F, MB BR, 2B, Lav, Ldy, Lft, A, G	0.4553%	0.9944%
90	Villa Home Phase I	1,882	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, A, G	0.5223%	1.1407%
91	Villa Home Phase X	2,244	LR, D, K, BK, F, MB, S, BR, 2B, Lav, Lft, 2A, G	0.5223%	1.1407%
92	Villa Home Phase X	2,032	LR, K, BK, F, MB, BR, 2B, Lav, Ldy, Lft, BN, G	0.4553%	0.9944%
93	Villa Home Phase X	2,134	LR, D, K, MB, BK, 2B, BR, F, G, A, Lav	0.4821%	1.0529%
GROUP TOTALS				45.79%	100.00%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1101	Independent Living Congregate Phase XV	1,275	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.3865%	1.1201%
1102	Independent Living Congregate Phase XV	1,467	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4109%	1.1905%
1103	Independent Living Congregate Phase XV	1,166	LR, D, K, F, B, BR, MB, PR, Ldy, MR, P	0.3379%	0.9792%
1104	Independent Living Congregate Phase XV	1,367	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.3837%	1.1118%
1105	Independent Living Congregate Phase XV	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1106	Independent Living Congregate Phase XV	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%
1107	Independent Living Congregate Phase XV	1,426	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1108	Independent Living Congregate Phase XV	1,431	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1109	Independent Living Congregate Phase XV	1,428	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1110	Independent Living Congregate Phase XV	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%
1111	Independent Living Congregate Phase XV	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%
1112	Independent Living Congregate Phase XV	1,128	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3676%	1.0651%
1113	Independent Living Congregate Phase XV	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1114	Independent Living Congregate Phase XV	1,278	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.3865%	1.1201%
1115	Independent Living Congregate Phase XV	1,467	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4109%	1.1905%
1116	Independent Living Congregate Phase XV	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%



Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1117	Independent Living Congregate Phase XVII	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%
1118	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1119	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1120	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1121	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1122	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1123	Independent Living Congregate Phase XVII	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%
1124	Independent Living Congregate Phase XVII	1,110	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3725%	1.0794%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1125	Independent Living Congregate Phase XVII	1,131	LR, D, K, Den, F, B, MB, PR, Ldy, MR, P	0.3676%	1.0651%
1126	Independent Living Congregate Phase XVII	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, P	0.4087%	1.1842%
1127	Independent Living Congregate Phase XVII	1,270	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1128	Independent Living Congregate Phase XVII	1,460	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
1201	Independent Living Congregate Phase XV	1,270	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1202	Independent Living Congregate Phase XV	1,460	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
1203	Independent Living Congregate Phase XV	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1204	Independent Living Congregate Phase XV	1,433	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1205	Independent Living Congregate Phase XV	1,353	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3837%	1.1118%
1206	Independent Living Congregate Phase XV	1,359	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3837%	1.1118%
1207	Independent Living Congregate Phase XV	1,435	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1208	Independent Living Congregate Phase XV	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1209	Independent Living Congregate Phase XV	1,422	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1210	Independent Living Congregate Phase XV	1,436	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1211	Independent Living Congregate Phase XV	1,427	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1212	Independent Living Congregate Phase XV	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1213	Independent Living Congregate Phase XV	1,107	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1214	Independent Living Congregate Phase XV	1,127	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3676%	1.0651%
1215	Independent Living Congregate Phase XV	1,431	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1216	Independent Living Congregate Phase XV	1,268	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1217	Independent Living Congregate Phase XV	1,469	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
1218	Independent Living Congregate Phase XV	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1219	Independent Living Congregate Phase XVII	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1220	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1221	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1222	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1223	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1224	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1225	Independent Living Congregate Phase XVII	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1226	Independent Living Congregate Phase XVII	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1227	Independent Living Congregate Phase XVII	1,131	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3676%	1.0651%
1228	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1229	Independent Living Congregate Phase XVII	1,270	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1230	Independent Living Congregate Phase XVII	1,460	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
1301	Independent Living Congregate Phase XV	1,472	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1302	Independent Living Congregate Phase XV	1,462	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
1303	Independent Living Congregate Phase XV	1,430	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1304	Independent Living Congregate Phase XV	1,430	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1305	Independent Living Congregate Phase XV	1,355	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3837%	1.1118%
1306	Independent Living Congregate Phase XV	1,360	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3837%	1.1118%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1307	Independent Living Congregate Phase XV	1,428	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1308	Independent Living Congregate Phase XV	1,106	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1309	Independent Living Congregate Phase XV	1,431	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1310	Independent Living Congregate Phase XV	1,429	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1311	Independent Living Congregate Phase XV	1,426	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1312	Independent Living Congregate Phase XV	1,109	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1313	Independent Living Congregate Phase XV	1,109	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1314	Independent Living Congregate Phase XV	1,131	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3676%	1.0651%

Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1315	Independent Living Congregate Phase XV	1,430	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1316	Independent Living Congregate Phase XV	2,832	LR, D, K, F, 2B, BR, MS, Ldy, MR, DK	0.6168%	1.7872%
1317	Independent Living Congregate Phase XVII	1,109	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1318	Independent Living Congregate Phase XV	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1319	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1320	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1321	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1322	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%



Emerald Court Condominium

Schedule C

Unit	Type/ Phase	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
1323	Independent Living Congregate Phase XVII	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1324	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1325	Independent Living Congregate Phase XVII	1,131	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3676%	1.0651%
1326	Independent Living Congregate Phase XVII	1,108	LR, D, K, Den, F, B, MB, PR, Ldy, MR, DK	0.3725%	1.0794%
1327	Independent Living Congregate Phase XVII	1,270	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.3865%	1.1201%
1328	Independent Living Congregate Phase XVII	1,432	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4087%	1.1842%
1330	Independent Living Congregate Phase XVII	1,460	LR, D, K, F, 2B, BR, MB, Ldy, MR, DK	0.4109%	1.1905%
GROUP TOTALS				34.51%	100.00%

Emerald Court Condominium

Schedule C

Unit	Type/Location	Approx Area	Rooms	General Percentage Interest	Group Percentage Interest
Assisted Living Unit	Assisted Living Unit Phase XVI	70,069	The ALU contains 178 rooms*	19.70%	100.00%

\*Excludes mechanical rooms, bathrooms, restrooms, stairwells, foyers, elevators, and equipment rooms.

**RECAP:**

Assisted Living Group Percentage Interest:	19.70%
ILC Group Percentage Interest:	34.51%
Villa Homes Group Percentage Interest:	45.79%
Total	<u><u>100.00%</u></u>