

69



2006 00053740

Bk: 20539 Pg: 1 Page: 1 of 29
Recorded: 09/27/2006 08:59 AM

RESTATED MASTER DEED OF ROBIN HILL MEADOWS CONDOMINIUM

The undersigned, ROBIN HILL MEADOWS, LLC, a Massachusetts limited liability company with a principal place of business at 17 Progress Avenue, Chelmsford, MA 01824 (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land on 147 Robin Hill Road, Chelmsford, Massachusetts as more particularly 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 Chapter 183A of the General Laws of Massachusetts, as amended (hereinafter the "Act"), and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of the Act, and to that end declares and provides the following:

1. Name. The name of the Condominium shall be:

ROBIN HILL MEADOWS CONDOMINIUM

2. Condominium Phasing. The Condominium may be developed as a phased Condominium, each phase of which may include one (1) or more residential buildings containing residential units (together with all other units subsequently added to the Condominium as part of future phases, are hereinafter referred to as the "Units"). One (1) or more of the Units shall be subject to restrictions as to initial sale and re-sales (hereinafter referred to as the "Affordable Units") as described in the Comprehensive Permit issued by the Town of Chelmsford, Zoning Board of Appeals, dated September 8, 2005 and recorded with the Middlesex County Northern District Registry at Book 19632, Page 223 (hereinafter the "Comprehensive Permit") and the Regulatory Agreement by and between the Declarant, the Department of Housing and Community Development, the Town of Chelmsford (the "Town"), and the Chelmsford Housing Authority ("CHA") and recorded with the Registry at Book 20524, Page 47, as amended from time to time (hereinafter the "Regulatory Agreement"). Paragraph 18 hereof sets forth the procedures to add phases to the Condominium.

3. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is Robin Hill Meadows Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded with the Middlesex North District Registry of Deeds (the "Registry") herewith. The mailing address of the Trust shall initially be 17 Progress Avenue, Chelmsford, Massachusetts 01824. Each Owner of a Unit in the Condominium (hereinafter referred to as a "Unit Owner" or "Owner") shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the common areas and facilities of the condominium (hereinafter the "Common Areas and

507

Facilities”) to which his Unit is entitled hereunder and such Owner’s voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee of the Condominium (hereinafter the “Trustee(s)” or the “Condominium Trustee(s)”) is as follows:

Robin Hill Meadows, LLC
Attn: P. Charles Emanouil, Manager
17 Progress Avenue
Chelmsford, MA 01824

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of the Act.

4. Description of the Land. The land (hereinafter the “Land”) which comprises the Condominium upon which the buildings and improvements are situated is located at 147 Robin Hill Road in the Town of Chelmsford, Middlesex County, Massachusetts and is more fully described in Exhibit A attached hereto and made a part hereof. The Land and all improvements now or hereafter situated thereon are subject to the rights, easements, reservations and restrictions referred to in Exhibit A.

5. Description of the Buildings. The building(s) (hereinafter the “Building” or “Buildings”) included (or to be phased into the Condominium) in the Condominium are shown on a certain plan entitled “Permit Site Plan, Robin Hill Meadows, Chelmsford, Mass. Drawn for Robin Hill Meadows, LCC”, Dated: September 19, 2006, by Hancock Associates (hereinafter the “Condominium Site Plan”) to be filed with the Registry as Plan No. 222, Plan 78, 79, and 80. The Condominium Site Plan may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 hereof. The residential buildings contain sixteen (16) units total as shown on the Condominium Site Plan and a total of four (4) Affordable Units shown as Units 3, 7, 12 and 16. The Buildings are constructed of poured concrete foundations with a masonry siding and fiberglass/asphalt shingled roof.

6. Designation of the Units and Their Boundaries.

- (a) The Units, including the Affordable Units, and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each dwelling Unit are set forth in Exhibit B attached hereto. The Units are shown on the Condominium Floor Plans (the “Floor Plans”) of the Condominium, prepared by Hancock Associates, Inc. in accordance with Section 8(f) of the Act and recorded with the Registry herewith.
- (b) If and when the Declarant adds additional phase(s) to the Condominium, by amendment(s) to this Master Deed pursuant to its reserved rights under paragraph 18 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in subparagraphs 6(c) and 6(d) hereof. Also, with each amendment to this Master Deed adding additional phase(s) to the Condominium, the Declarant shall record new floor plans showing the additional

Building(s) and Unit(s) forming a part thereof.

(c) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) The plane of the upper surfaces of the concrete flooring of the floor slab (lower level) or the upper surface of the sub-flooring (other floors).
- (ii) Ceilings: The plane of the lower surface of the ceiling joists.
- (iii) Interior Building Walls: The plane of the interior surface of the wall studs where said studs contact the dry wall or, where applicable, the plane of the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (iv) Exterior Building Walls: The plane of the interior surface of the wall studs or, where applicable, the interior surface of the furring strips at the stud walls where said strips contact the dry wall.
- (v) Exterior Doors and Frames: The exterior surface of the doors and doorframes.
- (vi) Windows and Sliding Glass Doors: The exterior surface of the glass and of the window or door frames as the case may be.

All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly by the Unit Owner if damaged or destroyed, but any such replacement shall be consistent with the exterior of the Building, and be of the same materials and quality of construction, and approved by the Trustees in accordance with Section 5.7.4 of the Condominium Trust.

- (d) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in paragraph 7 below.
- (e) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in paragraph 7 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.
- (f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities,

as described in paragraph 7 below, in common with the other Units in the Condominium.

7. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. The Common Areas and Facilities specifically include, without limitation, the following:

- (a) The Land described in Exhibit A together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in Exhibit A, insofar as the same may be in force and applicable;
- (b) All portions of the Condominium not included in any Unit, including, without limitation, the following to the extent such may exist from time to time:
 - (i) The foundations, structural members, beams, supports and those portions of exterior and interior walls, floors, ceilings and doors leading from Units to common areas not included as part of the Units, the roof, stairwells, elevators, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;
 - (ii) The plantings, yards (subject to such exclusive rights and easements appurtenant to residence units as hereinbelow set forth), gardens, walkways, grass areas, fencing around any above-ground detention basin if the same has been required by the Town, steps and stairways, roadways, driveways, fencing, parking areas (subject to such exclusive rights and easements appurtenant to residence units as hereinbelow set forth), stormwater management facilities, sewer collection system in the roadway through to the municipal sewer manhole located in Blaisdell Road (the "Sewer Collection System"), and streetlighting, all of which shall remain forever private, and the operation and maintenance for which shall be done in accordance with the conditions of the Comprehensive Permit and shall remain the sole and exclusive responsibility of the Condominium Trust;
 - (iii) All utility lines and installations of central services such as power, heat, electric, water, gas, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;
 - (iv) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof and all such facilities which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access

thereto for maintenance, repair, and replacement, as aforesaid.

- (v) All other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installation (including any replacements thereof) on the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium; and

- (c) Such additional Common Areas and Facilities as may be defined in the Act.

The Declarant has reserved the right pursuant to paragraph 18 hereof 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.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners. Any betterments or improvements to the Common Areas and Facilities shall be provided to all Unit owners regardless of which Units may be Affordable Units.

The Trustees of the Condominium Trust shall have the sole responsibility for sanding, snow removal, and maintenance of the roads, driveways and parking areas, including the exclusive right to plow and remove snow from, maintain, repair and replace the parking areas appurtenant to each unit, and shall have the sole responsibility for the maintenance of landscaping and street lighting.

The Trustees of the Condominium Trust shall have the sole responsibility for the operation and maintenance of the stormwater management facilities in strict compliance with guidelines prepared by a registered professional engineer, as approved in writing by the Town of Chelmsford Zoning Board of Appeals or its agent, and in conformance with the stormwater management act and Best Management Practices. Any contract with a management company that includes operation and maintenance of the stormwater management facilities shall incorporate by reference such guidelines.

In the event the Town of Chelmsford (the "Town") determines in its reasonable discretion that the Condominium Trust has failed to provide adequate maintenance or repair of the stormwater management facility or the Sewer Collection Facility, the Town shall provide the Condominium Trust written notice (the "Town's Notice") of same, which shall specify corrective measure to be taken, mailed by certified mail, return receipt requested. If, after fourteen (14) days following the date of the Town's Notice, the Condominium Trust has failed to complete the corrective measures, the Condominium Trust shall be deemed to have assented to allow the Town to enter such Common Areas and Facilities and Limited Common Areas and Facilities, described in paragraph 8 below, as may be necessary to perform such maintenance or

repairs. All costs incurred by the Town in performing such maintenance or repairs shall be paid by the Condominium Trust within thirty (30) days of written notice to the Condominium Trust by the Town, and, if not paid by the Condominium Trust within the time allowed, then such costs shall be assessed against the Unit owners which may be collected and enforced in the manner fixed by law for the collection of taxes. Notice of the lien shall be recorded in the Middlesex North District Registry of Deeds. As an alternative or in addition to this process, the Town may recover its costs by means of betterment assessments on the Condominium. Notwithstanding the foregoing, the Town shall have no obligation to perform the foregoing maintenance or repairs.

8. Limited Common Areas and Facilities.

Subject to and in accordance with this Master Deed and the provisions of the Condominium Trust and the By-Laws, and the Rules and Regulations adopted pursuant thereto from time to time in effect promulgated pursuant thereto (hereinafter the "Rules and Relations"), the following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

- (a) Balconies/Patios. Each Unit shall have the exclusive right and easement as appurtenant to that Unit, to use the balcony or patio immediately adjacent to and accessible from such Unit as shown on the Floor Plans.
- (b) Yard/Parking. Each Unit shall have the exclusive right and easement as appurtenant to such Unit the yard and parking areas immediately adjacent to each such unit, as shown on the Condominium Site Plan referred to herein or to be shown on a Plan to be attached to the first Unit Deed for said Unit. The yard and parking areas of each unit shall be maintained, repaired and replaced, as necessary, by and at the sole expense of and separate expense and risk of the Condominium Trust. Provided, however, that, whenever pursuant to the terms hereof, maintenance, repairs, and replacements are to be done at the sole and separate expense and risk of the owner of a unit, all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the by-laws of Robin Hill Meadows Condominium and the rules and regulations promulgated with respect hereto, and if the owner of any such unit shall fail or neglect to so maintain any such facility or area in a proper manner, said Trustees of the Condominium Trust may do so and charge such unit owner for the costs thereof and the cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable therefore in addition to his share of the common expenses.
- (c) Storage Facility. Each Unit shall have the exclusive right and easement as appurtenant to such Unit to use the storage facility(ies) (hereinafter the "Storage Facilities") designated in the Unit Deed from the Declarant to a purchaser thereof (or, in the case of such conveyance from Declarant separate from such deed, then in and by the instrument of conveyance so utilized) and shown on the Floor Plans.

Declarant hereby reserves the right, as long as Declarant owns a Unit in the Condominium or has the right to add additional phases of the Condominium, to assign by such deed or separate instrument the exclusive right to use additional Storage Facility(ies) in the Condominium to a Unit Owner on such terms and conditions as Declarant deems appropriate. To the extent any Storage Facilities have not been so assigned after all Units have been sold by Declarant in all of the phases of the Condominium, the same shall be apart of the Common Areas and Facilities of the Condominium.

9. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units in accordance with the provisions of the Act.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit B attached hereto, as said Exhibit B hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 hereof.

10. Purpose and Restrictions on Use.

- (a) Each Unit is to be used only for residential purposes by not more than one (1) family unit or by not more than three (3) unrelated persons. No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his Unit for such personal office and studio use as is customarily carried on as incidental to the residential use of a single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning or health ordinances and all by-laws, statutes, ordinances, and Rules and Regulations of any governmental body or agency having jurisdiction there over and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Condominium Trust or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees of the Condominium Trust may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.
- (b) The Units, the Buildings, the Common Areas and Facilities and the Limited Common Areas and Facilities shall not be used in a manner contrary to or

inconsistent with the provisions of the Act, the Master Deed, the Condominium Trust and By-laws, any Rules and Regulations from time to time in effect pursuant thereto with respect to the use and management thereof.

- (c) The architectural integrity of Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building or attached to or exhibited through a window of any Building, and no painting or other decorating shall be done on any exterior part or surface of any Building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.
- (d) The Owner of any Unit may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that the modification shall not include the conversion of any garage space into living space, and that any and all work with respect to the modification, removal and installation of interior walls shall be approved by the Building Department of the Town of Chelmsford and filed with the Board of Trustees. In addition, a certified "as built" plan shall be recorded with the Registry. No modification adversely affecting the structural integrity or the fire rating of the Building or Unit shall be made.
- (e) In no event shall any additional bedroom be added to any Unit.
- (f) Each Unit Owner shall at all times fully and adequately heat (as the circumstances require) his Unit so as to prevent the freezing of any pipes, plumbing or fixtures in the Unit and Common Areas and Facilities immediately adjacent to the Unit.
- (g) The Trustees of the Condominium Trust or their agents shall have the right of access to each Unit and the Common Areas and Facilities appurtenant thereto:
 - (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building;
 - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (h) Any lease or rental of a Unit by a Unit Owner, other than by the Declarant, shall be subject to the following conditions:
 - (i) Such lease or rental agreement shall be in writing;

- (ii) The lease or rental agreement shall apply to the entire Unit, and not a portion thereof;
 - (iii) The term of the lease or rental agreement shall be for a term of not less than six (6) months;
 - (iv) The occupancy of the Unit shall be for not more than two (2) unrelated people;
 - (v) The lease or rental agreement shall expressly provide that the lease or rental agreement is subject to the Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium;
 - (vi) A copy of the lease or rental agreement shall be provided to the Condominium Trustees; and
 - (vii) Leasing or renting of the Affordable Units described in the Comprehensive Permit and the Regulatory Agreement shall be prohibited, except as governed by the provisions of the Regulatory Agreement and the rider attached to the Unit Deeds affecting such Units (hereinafter the "Deed Rider(s)").
- (i) No vehicles shall park so as to impede travel in the access lanes at any time, except those allowed by the Americans with Disabilities Act or those vehicles temporarily on the Land, including but not limited to vehicles for the purpose of delivery or moving, construction, repair or maintenance, public or private transportation, or those vehicles of any emergency nature. No vehicles shall obstruct the fire lanes except those allowed by law.
 - (j) The foregoing restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable 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.
 - (k) No Unit Owner shall be liable for any breach of the provisions of this paragraph 10, except such as occur during his or her ownership of a Unit.
 - (l) There is no right of first refusal or other restriction upon the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit with the exception of the Affordable Units described in the Regulatory Agreement and the Deed Rider affecting such Units, which shall be governed thereby.

11. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws and Rules and Regulations of the Condominium to the contrary, in the event that there are unsold Units, the Declarant and its successors and assigns shall have the same right as any other Unit Owner as to the unsold Units other than Affordable Units. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right, for so long as it owns an unsold Unit or has the right to add additional phases of the Condominium, to:
- (i) develop and construct additions to the Condominium including, without limitation, buildings, roads, ways, utilities and other improvements and amenities pertaining thereto, to alter and relocate existing, or install additional, landscaping throughout the Common Areas and Facilities;
 - (ii) grant or reserve or cause the Condominium Trustees to grant or reserve easements across, under, over and through the Land or any portion thereof which Declarant determines is necessary or convenient in connection with the development or use of the Condominium; provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes;
 - (iii) use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any Building or other improvements to the Condominium or additions thereto;
 - (iv) lease and license the use of any unsold Unit other than an Affordable Unit, and no Affordable Unit shall be subject to any lease or license except as permitted by the express terms of the Regulatory Agreement and Deed Rider;
 - (v) use any Unit other than an Affordable Unit owned by the Declarant as a model for display for purposes of sale or leasing of the Units;
 - (vi) use any Unit other than an Affordable Unit owned by the Declarant as an office for the Declarant's use; and
 - (vii) use any Unit other than an Affordable Unit owned by the Declarant as a storage area for purposes of construction.
- (b) 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 with personnel, 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 18 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 18 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This right and 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.

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

13. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 18 hereof), their Unit Deed, the Condominium Trust and By-Laws, and the Rules and Regulations, as each may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraph 18 hereof), the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, as set forth in Exhibit A, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. Amendments.

- (a) Except as otherwise provided in paragraph 18 hereof with respect to amendments adding new phase(s) to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least sixty-seven (67%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), and (b) duly recorded with the Registry, provided that:
- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded in the Registry within six (6) months after such date.
 - (ii) 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.
 - (iii) Except as provided in paragraph 18 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all affected Units.
 - (iv) 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 or the Comprehensive Permit shall be of any force or effect.
 - (v) Where required under the provisions of this paragraph 14 or the Act, the instrument of amendment shall be assented to by the requisite number of holders of the Unit Owners' first mortgagees of record with respect to all of the Units.
 - (vi) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to the Condominium as set forth in paragraph 18 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth herein shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.
 - (vii) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium,

as it may be expanded pursuant to the provisions of paragraph 18 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (vii) shall terminate upon the completion of construction of all phases of the Condominium and the sale of all Units.

- (viii) No instrument of amendment which purports to amend or otherwise affect subparagraph (b) of this paragraph 14 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
 - (ix) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagee of Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner or his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their Mortgagees shall promptly execute a consent to any such amendments at no expense to the Declarant.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify the sale of Unit mortgages to Federal Home Loan Mortgage Corporation (hereinafter "FHLMC") or Federal National Mortgage Association (hereinafter "FNMA"). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.
- (c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by the Act or the Comprehensive Permit), Declarant reserves the right and power to file a special amendment (hereinafter "Special Amendment") to this Master Deed or the Condominium Trust at any time and from time to time which amends this Master Deed or the Condominium Trust (i) to comply with the requirements of the FNMA, the Government National Mortgage Association, the FHLMC, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Condominium Trust into compliance with the Act, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Condominium Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of: make or consent to, any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of: make, execute and file Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls any Unit in the Condominium or has no right to add additional phases of the Condominium.

15. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-laws 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 FHLMC or FNMA, as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) (i) and (a) (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Except as provided by applicable law, 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.
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the (i) First Mortgagees (based on one (1) vote for

each first mortgage owned), and (ii) Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:

- (i) by any act or omission- seek to abandon or terminate the Condominium;
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 18 hereof; 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 that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 18 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 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 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 a Unit 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 Unit 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 (hereinafter respectively, the "Eligible Mortgage Holders" and the "Eligible Insurer(s)" or "Eligible 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 Eligible Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Eligible Guarantor, which remains uncured for a period of sixty (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 15.
- (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 fifty-one (51%) percent of the votes of Units subject to qualifying 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 fifty-one (51 %) percent of the votes of Units subject to qualifying Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51 %) percent of the votes of such remaining Units subject to qualifying Eligible Mortgage Holder mortgages.

- (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Eligible 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 sixty-seven (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 fifty-one (51%) percent of the votes of Units subject to qualifying Eligible Mortgage Holder mortgages.
- (i) Condominium dues and 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. 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. Each Unit's share of the working capital fund must be collected and transferred to the Trustees at the earlier of the time of closing of the sale of each Unit or at the Transfer Date (as that term is defined in the Condominium Trust) and maintained in a segregated account for the use and benefit of the Condominium Trust. 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, 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 Unit Owners and mortgagees, and to Eligible Mortgage Holders, Eligible Insurers or Eligible Guarantors of any first mortgage, current copies of the Master Deed, Condominium Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust (including audited financial statements which shall be available within one hundred twenty (120) days after the end of the Trust's fiscal year). "Available" means available for inspection upon request at the offices of the Condominium Trust or professional management firm then managing the Condominium, or at the office of the Trustee, during normal business hours or under other reasonable circumstances.
- (l) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above

set forth:

- (i) The consent of Owners of Units to which at least sixty-seven (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 fifty-one (51%) 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 sixty-seven (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 fifty-one (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;
 - (c) Deductions in reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - (d) Insurance or Fidelity Bonds;
 - (e) Rights to use Common Areas and Facilities;
 - (f) Responsibility for maintenance and repair of the several portions of the Condominium;
 - (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project (except that Declarant's right to add additional phases to the Condominium pursuant to paragraph 18 shall not be adversely affected unless Declarant consents to such amendment);
 - (h) Boundaries of any Unit;
 - (i) The interests in the Common Areas and Facilities;
 - (j) Convertibility of Units into Common Areas and Facilities

or of Common Areas and Facilities into Units;

- (k) Leasing of a Unit;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; or
- (m) 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 Registry, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions 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.

16. Severability. The invalidity or unenforceability of any provision of this Master Deed shall not be deemed to impair or 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.

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

18. Declarant's Reserved Rights to Construct and Add Future Phases. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one (1) or more Buildings containing one (1) or more Units, or other site improvements. 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 construct, erect and install on the Land on which the Condominium is located, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable:
 - (i) Additional Building(s), each housing one (1) or more Units;
 - (ii) Additional roads, drives, 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, 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.

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

The phase or phases which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be included within the definition of the term "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

Ownership of the Units forming a part of Building(s) added to the Condominium by the phasing amendments described above, and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements, shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees and as provided by the Comprehensive Permit) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to the maximum number of Units and minimum number of Affordable 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 its designated appurtenant Common Areas and Facilities, shall be unlimited.

The following subparagraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 18:

- (b) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:
 - (i) The expiration of seven (7) years after the recording of this Master Deed in the Registry; or
 - (ii) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 18

reach the Maximum Limit (as hereinafter defined); or

- (iii) The Declarant shall record with the Registry a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (c) Location of Future Improvements. There are no limitations imposed on the location of future phases, Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 18.
- (d) Size of Phase. 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 containing any numbers of Units; provided, however, that the Maximum Limit of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
- (e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add more new Units to the Condominium as part of future phases provided that the total number of Units in the Condominium shall not exceed sixteen (16) (hereinafter the "Maximum Limit") which shall include four (4) Affordable Units.
- (f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The structural type and quality of construction of Buildings and improvements added during future phases will be consistent with the initial construction. The Declarant shall, however, have the right to vary the boundaries of future Unit(s) from those described in subparagraph 6(c) and 6(d) hereof.
- (g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s). Such future designated Common Areas and Facilities may include, but shall not be limited to, fences, steps, terraces, decks, porches, balconies, patios, storage facilities, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas and Facilities appurtenant to the Units in such phase(s) if such Common Areas are different from those described in paragraph 7 hereof.
- (h) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities (hereinafter "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 a parking facility, swimming pool, community building or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such Common Use Facility, it shall become part of the Common Areas and Facilities to 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 18(h), however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.

The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recording with the Registry amendment(s) to this Master Deed which shall contain the following information:

- (i) An amended Exhibit describing the Building(s) being added to the Condominium;
- (ii) An amended Exhibit 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 subparagraphs 6(c) and 6(d) of this Master Deed.
- (iii) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said subparagraphs 6(c) and 6(d), the definition of the Common Areas and Facilities contained in paragraph 7 hereof shall be modified, as necessary, with respect to such Unit(s).
- (iv) An amended Exhibit 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).
- (v) If any of the Common Areas and Facilities designated as appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Area and Facility appurtenant to the new Unit(s). Such description of the new or modified Common Area and Facility 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 Unit Owner of the Unit to which they are appurtenant.
- (vi) Revised floor plans(s) for the new Units being added to the Condominium,

which floor planes) shall comply with the requirements of the Act.

- (vii) Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such Building(s) shall become Units in the Condominium for all purposes, including the right to vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

The Declarant shall not amend the Master Deed so as to include any additional phases(s) until the construction of the Building(s) containing the Units comprising such phases(s) have been substantially completed sufficiently for the certification of plans as provided for in Section 8(f) of the Act.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent (except as already provided in this paragraph 18) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such 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 Unit Owner understands and agrees that as additional phase(s) containing additional Unites) 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 as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. Upon the addition of a subsequent phase, the percentage ownership interest of each Unit in the Condominium will be recalculated on the basis of the approximate relation that the fair value of the Unit on the date of the amendment bears to the aggregate fair value of all Units. The effective date for the change in the percentage ownership interest by reason of the addition of a subsequent phase is the date of the recordation, in the Registry, of the amendment to this Master Deed adding a phase.

Every Unit Owner by the acceptance and recording of this 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 to the Declarant's reserved rights under this paragraph 18 and expressly agrees to the said alteration of his 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 18.

In the event that notwithstanding the provisions of this paragraph 18 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is

required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, 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.

19. No Severance of Ownership. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein (a) the undivided interest in the Common Areas and Facilities appurtenant thereto, (b) any Limited Common Areas and Facilities appurtenant thereto, (c) any Storage Facility assigned to such Unit, (d) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (e) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively, the "Appurtenant Interests"), 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 the Appurtenant Interests, without including all Appurtenant 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, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such Appurtenant Interests are appurtenant.

20. Definition of "Declarant". For purposes of this Master Deed, the Condominium Trust and the By- Laws, "Declarant" shall mean and refer to said Robin Hill Meadows, LLC, a Massachusetts limited liability company, which has executed, delivered and recorded this Master Deed and to all successors and assigns of said Robin Hill Meadows, LLC who come to stand in the same relation as developer of the Condominium.

21. 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.

22. 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:

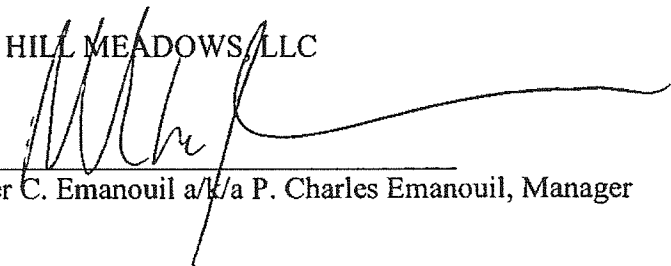
- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least sixty-seven (67%) percent

of the Beneficial Interest of the Unit Owners, as said term is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution of the Act 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 Unit Owners required for it has been obtained, shall be effective when recorded with the Registry. 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 paragraph 22 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution of the Act apply without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).

23. Transfer of Rights Retained by Declarant. Any and all rights and powers reserved to the Declarant, or its successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason; provided, however, that such conveyance, transfer or assignment, as the case may be, shall be effective when the instrument evidencing same is recorded with the Registry.

IN WITNESS WHEREOF, the said Robin Hill Meadows, LLC has caused these presents to be executed as a sealed instrument this 26th day of September, 2006.

ROBIN HILL MEADOWS, LLC

By: 
Peter C. Emanouil a/k/a P. Charles Emanouil, Manager

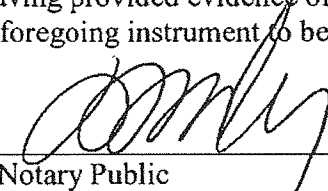
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

September 26, 2006

Then personally appeared the above named PETER C. EMANOUIL a/k/a P. CHARLES EMANOUIL as Manager as aforesaid, and having provided evidence of identification in the form of a driver's license, acknowledged the foregoing instrument to be his free act and deed duly authorized, before me.

Douglas E. Hausler
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 21, 2011


Notary Public
My Commission Expires:

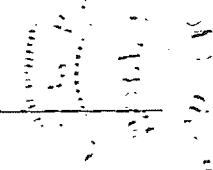


Exhibit "A"

The land off Robin Hill Road in Chelmsford, Middlesex County, Massachusetts known as Lot 1 as shown on plan entitled "Plan of Land in Chelmsford, MA" prepared by Hancock Associates, Civil Engineers, Land Surveyors, Landscape Architects, Environmental Consultants, 28 Lord Road, Suite 280, Marlborough, MA 01852 for Robin Hill Meadows LLC, 17 Progress Avenue, Chelmsford, Massachusetts 01824, dated December 8, 2005, Scale: 1" = 40' which plan is recorded in the Middlesex North District Registry of Deeds in Plan Book 220, Plan 36 to which reference is made for a more particular description.

Being a portion of the premises conveyed to Robin Hill Meadows, LLC by Emanouil Enterprises, LLC by deed dated April 29, 2004 and recorded in the Middlesex North District Registry of Deeds in Book 17237, Page 38.