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**MASTER DEED
OF
SILVA ESTATES CONDOMINIUM**

The undersigned, Dennis M. Page, Manager of Lowell Development Associates, LLC, a Massachusetts limited liability company (hereinafter the "Declarant"), being the owner of the land in Lowell, Middlesex County, Massachusetts 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 building 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 "Chapter 183A") and propose 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 Chapter 183A, and to that end declare and provide the following:

1. Condominium Phasing. The Condominium may be developed as a phased Condominium. Paragraph 17 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent (except as in said paragraph 17 already granted) or signature of any Owner, (as used in this Master Deed and in the Silva Estates Condominium Trust, the term "Owner" shall have the same meaning as the term "Unit Owner" in MGLA Chapter 183A, Section 1 et seq.) any person claiming by, through or under any Owner (including the holder of any mortgage or other encumbrance with respect to any Dwelling or any other party) so as to add additional land and additional phases to the Condominium. Said paragraph 17 also describes certain limitations on the Declarant's said rights to add additional land and additional phases.
2. Name. The name of the Condominium shall be "SILVA ESTATES CONDOMINIUM."
3. Description of Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated in Lowell, Middlesex County, Massachusetts on Middlesex Street, is described in said Exhibit A attached hereto and made part hereof.
4. Description of the Buildings. The buildings (hereinafter the "Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof.
5. Designation of the Units and Their Boundaries.
 - (a) The Condominium presently consists of six (6) completed units, situated in the buildings located on the Land described in Exhibit A and shown on the site plan recorded with Middlesex County North District Registry of Deeds herewith, (said six (6) units and all units completed hereafter are

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hereinafter referred to as the "Units"). The designations, locations, approximate areas, number of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each of said Units are set forth in Exhibit C attached hereto, and are shown on the as built floor plans of the Condominium, recorded herewith. The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, show the name of the condominium as the "Silva Estates" and bear the verified statement of a Registered Architect all as required by the provisions of Section 8 of Chapter 183A.

(b) The boundaries of each of the Units are shown on the site plan to be recorded herewith and prepared by LandTech Consultants.

(c) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows: (a) Floors: The plane of the upper surface of the concrete floor; (b) Ceilings: The plane of the lower surface of the ceiling. (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit. (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

(d) Each Unit includes the ownership of the heating, air conditioning and hot water systems contained therein, all of which exclusively serve the Unit.

(e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.

(f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the condominium, except for the Exclusive Use Areas, if any there may be, described in paragraph 8 hereof which are reserved for the exclusive use of the Unit or Units to which such Exclusive Use Areas appertain.

6. 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. These Common Areas and Facilities specifically include, without limitation, the following:

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

(b) All conduits, pipes, wires, meter areas and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity,

telephone, and exterior lighting for the Buildings and drives and parking areas which are not located within any Unit or which, although located within a Unit, serve other Units, whether along or in common with such Unit.

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

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

Subject to the exclusive use provisions of paragraph 8 hereof, the restrictions set forth in paragraph 9 hereof, and the reserved rights and easements set forth herein, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of both 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. The maximum ownership percentage interest any unit will have in the Common Areas and Facilities is 16.67. The minimum ownership percentage interest any unit will have in the Common Areas and Facilities is 3.33.

8. Exclusive Use Areas. There are certain exclusive use areas attached to the units, as set forth in the plans which are designed for the exclusive use of unit owners. Such exclusive use areas are designated as "patios."

9. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

(a) Each Unit shall be used only for residential purposes and uses normally accessory thereto, as the same may be permitted by the Lowell Zoning By-Laws as the same may be from time to time amended and for no other use. Each unit owner is allowed one cat and one dog weighing under 85 lbs. after obtaining prior written consent of the trustees. The Trustees reserve the right to revoke the permission to have a pet in a unit if they determine that said pet causes a nuisance to the other unit

owners. Furthermore, the following breeds of dogs are not allowed to reside in a unit under any circumstances: American Staffordshire Terrier, Boxer, Pit Bull Terrier, Chow Chow, Doberman Pinscher, German Shepard, Great Dane, Rotweiler, Siberian Husky, Japanese Tosa, Argentine Dogo, Mastif, Filas Braileiro or any other breed deemed dangerous by the United States Insurance Institute. All pet owners are responsible for their pet's behavior and must immediately dispose of any animal waste.

(b) Both the interior and exterior architectural integrity of the Buildings, shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight (other than those existing), chimney, enclosure, greenhouse, awning, screen, antenna, sign, banner or other device and no exterior or interior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings or attached to or exhibited through a window of the Buildings, and no painting or other decorating shall be done on any exterior part or surface of the Buildings, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust.

(c) Intentionally omitted.

(d) Unit Owners may lease, rent or license the use of their Units, subject, however, to the conditions and obligations set forth in Paragraph 18 of this Master Deed and in this sub-paragraph 9(d). Each Unit 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. All leases must have a minimum term of at least one (1) year. The Condominium Trustees and any aggrieved Unit Owner are granted a right of action against Unit Owners for failure to comply with this paragraph. Each Unit 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 Unit 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; or
- (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 the sub-paragraph 9(d).

(e) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units. Therefore, all the maintenance and use by the Unit Owners of yards, entries, decks, patios, platforms, steps, porches, parking spaces, light and other facilities, whether exclusive use or common areas, shall be done so as to preserve the appearance and character of the same and the grounds and buildings without modification; furthermore, all use and maintenance of the units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other units in accordance with provisions with respect thereto from time to time promulgated by said Condominium Trustees.

(f) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws. Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they 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 9, except such as occur during his or her ownership of a Unit.

10. Rights Reserved to the Condominium Trustees. Upon twenty- four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit and the Exclusive Use Areas appurtenant thereto;

(a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building; and

(b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

11. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Silva Estates Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust

of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Dennis M. Page, 1 Bridgeview Circle, Tyngsboro, MA 01879

David Trahan, 1 Bridgeview Circle, Tyngsboro, MA 01879

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

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 the Buildings,

(b) alteration or repair to the Common Areas and Facilities or Exclusive Use Areas made by or with the consent of the Condominium Trustees,

(c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or

(d) as a result of condemnation or eminent domain proceedings,

a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.

13. 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 Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee,

tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

14. Amendments. This Master Deed may be amended by an instrument in writing

(a) signed by the Owners of Units at the time holding at least eighty percent (80%) of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or instrument signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least eighty percent (80%) of said total voting power of the Unit Owners, and

(b) duly recorded with the Middlesex County North District Registry of Deeds, provided, that:

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

(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) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units.

(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 Chapter 183A shall be of any force or effect.

No instrument of amendment which purports to amend or otherwise affect 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.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 14 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.

15. Definition of "Declarant". For purposes of this Master Deed the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Lowell Development Associates, LLC, who has executed, delivered and recorded this Master Deed and to all successors and assigns of said LLC (including the holder of any mortgage) who come to stand in the same relation as developer of the Condominium as they did.

16. Provisions for the Protection of Mortgages. 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 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 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;

(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 Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee unless state law dictates otherwise;

(d) Except as provided by Chapter 183A (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 Unit 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;

(ii) 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 proceeds or condemnation awards, or 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 hereof;

(iii) Partition or subdivide any Unit;

(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; 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 Chapter 183A.

(e) Consistent with the provisions of Chapter 183A, 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 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 (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 incurred 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 15.

(h) To the extent permitted by applicable law, Eligible Mortgage Holders shall 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) Except as otherwise provided herein, no re-allocation 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 51 percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

- (iv) When professional management has been previously required by any Eligible Mortgage Holder or Eligible 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 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 Unit 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 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 100 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have 100 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 100 percent of the votes in the Silva Estates 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:

Voting;

Assessments, assessment liens or subordination

of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium; Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any unit;

The interests in the Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into units;

Leasing of Unit estates;

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;

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 County North District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence 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.

The Declarant intends that the provisions of this paragraph 16 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 16 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 County North District Registry of Deeds in accordance with the requirements of paragraph 14 hereof.

17. 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 or more buildings. In order to permit and facilitate such development, the Declarant in its discretion determine to be appropriate or desirable:

- (i) Additions to existing building(s), for the purpose of garaging vehicles;
- (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;
- (v) All and any other buildings (including units), structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium; and
- (vi) Installation of power generating equipment to serve as emergency "back up" power to those units who desire to purchase such service if available.

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

Ownership of each building, together with the Unit 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 Dwellings as Dwellings of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 17:

(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 all or any portion or portions of the additional land to the condominium and/or to add new dwellings 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 16 reach the maximum limit which shall be set at thirty (30) units.

(ii) The Declarant shall record with the Middlesex North District Registry of Deeds a statement specifically relinquishing her reserved rights to amend this Master Deed to add Additional Land and/or new Dwellings to the condominium.

(b) Location of Future Improvements. There are limitations imposed on the location of future 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 17.

(c) The Declarant may add future phase(s) and the Building(s) and Dwelling(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:

(i) An amended Exhibit B describing the Building(s) being added to the Condominium.

(ii) 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 Dwelling(s) being added to the Condominium, as well as describing any variations in the boundaries of such Dwellings from those boundaries set forth in sub-paragraphs 5(b) and 5(c) of this Master Deed.

(iii) If the boundaries of the Dwelling(s) being added to the condominium vary from those described in said sub-paragraphs 5(b) and 5(c), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Dwelling(s).

(iv) An amendment Exhibit C setting forth the new percentage ownership interests for all Dwellings in the Common Areas and Facilities of the condominium based upon the addition of the new Dwelling(s).

(v) A revised site plan of the Condominium showing the new Building(s) if not already shown on an existing site plan, and floor plan(s) for the new Dwellings being added to the condominium, which floor plan(s) shall comply with the requirements of MGLA Chapter 183A.

It is expressly understood and agreed that no such amendments adding new phases to the condominium shall require the consent, (except as in this paragraph 17 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 Dwelling) 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 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 Dwelling in the Common Areas and Facilities, together with his Dwelling's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the condominium, shall not be reduced, since the value of his Dwelling will represent a same proportion of the estimated aggregate fair value of all Dwellings in the Condominium. In order to compute each Dwelling's said percentage ownership interest after the addition of a new phase, the fair value of the Dwelling measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Dwellings (including the new Dwellings being added to the condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit 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 Dwelling 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 rights under this paragraph 17 and expressly agrees to the said alteration of this Dwelling'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 17.

In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Owner, other than the Declarant, is required on any amendment to this Master Deed which adds a Dwelling(s), Additional Land and/or new phase(s) to the condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Dwelling in the condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner; 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 Dwelling 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.

Notwithstanding anything to the contrary contained in this Master Deed or Silva Estates 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 dwellings 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, regulation or the covenant for the protection of mortgagees then in effect.

18. Sale or Lease of Units.

(a) Appurtenant Interests. No Unit 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 Unit to which such interests are appurtenant, or as a 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.

19. 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.

20. 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.

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 Chapter 183A 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 Chapter 183A 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 two thirds (2/3) of the total voting power of the Unit 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 Unit Owners required for it has been obtained, shall be recorded with the Middlesex County 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 22(b) to the contrary, the Unit 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 County 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 phases.

IN WITNESS WHEREOF, the said Dennis M. Page, Manager of Lowell Development, LLC executed these presents under seal this 17th day of July, 2003.

LOWELL DEVELOPMENT ASSOCIATES, LLC


Dennis M. Page, Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On the 17th day of July, 2003, before me personally appeared the above named Dennis M. Page, Manager and acknowledged the foregoing instrument to be the free act and deed of said company before me,



Elizabeth A. Amorn - Notary Public
My commission expires: 11/30/2006

EXHIBIT A
TO THE MASTER DEED
OF
SILVA ESTATES CONDOMINIUM
"CONDOMINIUM LAND"

The land in said Lowell, with the buildings thereon, situated on the northerly side of Middlesex Street, and bounded as follows: Beginning at a point on the northerly side of said Middlesex Street at the southeasterly corner of the premises and at the southwesterly corner of land formerly of Julia E. Nichols, the title to which was registered in the Land Court as certificate No. 429; thence running westerly along said Middlesex Street, three hundred thirty-five feet and 04/100 (335.04) feet, more or less, to land now or formerly of one Slipp; thence turning at a right angle and running northerly, two hundred eighteen and 43/100 (218.43) feet to a private way called Spring Avenue, three hundred thirty-nine and 35/100 (339.35) feet, more or less, to said land formerly of said Julia E. Nichols; thence running southerly on said land formerly of said Julia E. Nichols, one hundred ninety-six and 66/100 (196.66) feet, more or less, to the point of beginning. Containing 67,056 square feet of land more or less.

Said premises are conveyed subject to any easements, restrictions, covenants or rights of way of record, if any there may be, to the extent the same may affect the within granted premises.

Being a portion of the premises conveyed to Lowell Development Associates, LLC by deed of Silva Bros. Investment Inc. recorded at the Middlesex North District Registry of Deeds at Book 13714 Page 90.

EXHIBIT B
TO THE MASTER DEED
OF
SILVA ESTATES CONDOMINIUM

The Condominium is shown on the plan recorded with Middlesex County North District Registry of Deeds herewith, as "Condominium Site Plan For Silva Estates," Scale as noted, dated June 27, 2003, prepared by LandTech Consultants, Inc., 484 Groton Road, Westford, MA 01886, and currently contains six (6) completed units on the land and in the building described in Exhibit A attached hereto.

The building is vinyl, wood and brick veneer and of wood frame construction with poured concrete foundation and asphalt roof. Each Unit has front and rear entrances. The Buildings are serviced by a city sewer and city water. Each Unit has its own separate gas and electric meters, gas fired heating, and hot water systems. Certain units may have their own separate air conditioning units.

EXHIBIT C
 TO THE MASTER DEED
 OF
 SILVA ESTATES CONDOMINIUM
 "DESCRIPTION OF UNITS"

UNIT DESIGNATION	APPROXIMATE AREA (SQUARE FEET)	ROOMS	PERCENTAGE INTEREST
1	1,218	G,L,K,2BR,BA,U, Lt	16.66
2	1,218	G,L,K,2BR,BA,U, Lt	16.66
3	1,218	G,L,K,2BR,BA,U, Lt	16.67
4	1,218	G,L,K,2BR,BA,U, Lt	16.67
5	1,218	G,L,K,2BR,BA,U, Lt	16.67
6	1,218	G,L,K,2BR,BA,U, Lt	16.67

Each unit has immediate access to the common area through its rear entry and steps and garage and door next to garage.

Notes:

1. L = Living Room; K = Kitchen and Dining Area; B = Bath; BR = Bedroom; U=Utility; Lt= Loft, G= Garage

END OF DOCUMENT