

2003 00072824
Bk: 15499 Pg: 65 Page: 1 of 27
Recorded: 06/20/2003 02:37 PM

CONFIRMATORY MASTER DEED
STONEBURY CROSSING CONDOMINIUM ASSOCIATION

This Confirmatory Master Deed is filed to confirm the owners' signatures, that being, Robert Pondelli and Joseph Laliberte, as Managers of L & P Properties, LLC.

I. Creation of Condominium.

(A) The undersigned, L & P Properties, LLC, 36 Hillman Road, P. O. Box 23, Tewksbury, Massachusetts, (the "Declarant"), being the sole owner of the land with the buildings in Tewksbury, Middlesex County, Massachusetts, described on Exhibit "A" which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state it proposes to create, and does hereby create, a Condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(B) Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased Condominium, each Phase of which shall include one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Section VIII (C) hereof sets forth the Declarant's easements and rights to add additional Buildings, Units and Phases, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any Trustee of the condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional Buildings, Units, Garages and Phases to the Condominium. The Building now existing and described in Section (c) Designated Building 1, containing two (2) Units shown on the site plan, shall constitute the first Phase of the Association (shown on said plans as Phase I). The Declarant's present intention is to add an initial eight (8) additional Phases, Phases II through Phase IX, inclusive, each of which, if created, will consist of one (1) Building (numbered Building 2 through 8, inclusive), five (5) of which will contain four (4) Units each together with Exterior Parking Spaces, all as shown on the site plan, two (2) of which will contain three (3) Units each, all as shown on said site plan, and one (1) of which will contain two (2) Units, all as shown on said site plan. If said initial Phases are created, there will be a total of thirty (30) Units. Said Section VIII (C) also describes the Declarant's additional rights in connection with phasing, and certain limitations on the Declarant's phasing rights. Said Section VIII (C) also describes the Declarant's additional rights in connection with phasing and certain limitations and Declarant's rights. Said additional land may include, at the Declarant's option, any land not shown

RECEIVED
BK 15280 PG 199 DOC TYPE

Box 133

on the site plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.

II. Description of Land.

(A) The premises which constitute the Condominium consists of the land described on Exhibit "A", which is attached hereto and incorporated herein by this reference is made a part hereof, (the "Land") together with the Buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which the amendment to this Master Deed adding the last Phase is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the Common Areas and Facilities of the Condominium for all purposes including, but not limited to, transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium including, but not limited to, the Land and all Buildings, for the purpose of installing cable television lines and other utility lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and utility lines and such other equipment as may be necessary for the installation and operation of the same in any portions of the Condominium Buildings. Said additional land may include, at the Declarant's option, any other land not shown on the site plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units shall not exceed the maximum number of Units permitted by applicable land.

(B) The Declarant further reserves the right and easement over the land described above, common with the Stonebury Crossing Condominium Trust and the owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground utility lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the land described hereunder.

The Declarant further reserves the right and easement, in common with the Stonebury Crossing Condominium Association and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Tewksbury, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The right and easement of the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns to (a) further grant easements across the Land upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

Said additional land may include, at the Declarant's option, any other land not shown on the site plan or now owned by the Declarant including, but not limited to, land which is abutting the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity, including but not limited to, the owner(s) of the abutting land.

III. Description of Buildings.

There is one (1) Building (the "Building") on the Land. The Building is described in Exhibit "B", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "B" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

IV. Floor Plans: Description of Units and Garages.

(A) Plans.

The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating that the Building has no name and bearing the verified statement of a registered architect, surveyor or engineer, certifying that the plans fully and accurately depict the same, dated May 1, 2003, and prepared by J. S. Dugger, A.I.A. & Assoc., (the "Plans"), are to be recorded with and as a part of this Master Deed. The Plans consist of one (1) sheet(s). There is also recorded herewith a Site Plan (the "Site Plan") prepared for L & P Properties, LLC, dated April 17, 2003, and prepared by Cuoco & Cormier Engineering Associates, Inc., entitled "Condo Asbuilt Site Plan Stonebury Crossing, Main Street, Tewksbury, Massachusetts".

(B) Units.

The Unit designation of each Unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth in Exhibit "C", which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

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

- (i) Lower Boundary: The upper surface of the poured concrete floor of the floor slab;
- (ii) Upper Boundary: The lower surface of the roof rafters and joists;
- (iii) Walls: The plane of the surface of the wall studs facing the interior of the Unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one (1) Unit are a part of the Common Areas and Facilities.
- (v) Doors (including garage doors) and windows include, where applicable, the exterior of the door, the exterior surface of the door and the door frame, the window and the window frame, and as to the windows, the exterior surface of the glass and sash;
- (vi) Chimneys, and flues located within chimneys, are a part of the Common Areas and Facilities. Unit Owners shall be responsible for cleaning and maintaining the exterior of that portion of the chimney, which is within their Unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the Condominium Trust, upon the initiative of the Condominium Trust, but at the expense of the Owner of the Unit served by the chimney and/or flue which is the subject of any such maintenance, repair or replacement. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the Unit served by such chimney or flue;
- (vii) Fireplaces - Each Unit shall have a zero-clearance gas fired fireplace which will be directly vented to the outside rear wall. The Unit includes all portions of this gas

fired fireplace, including any flue and/or equipment associated with the same, whether located within or outside the Unit and shall be part of the Unit which it serves.

All Units are heated and cooled by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Unit, are a part of the Unit which it serves.

Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or wherever located which exclusively serve the Unit.

Each Unit shall have as appurtenant thereto, the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the Common Areas and Facilities.

(C) Garages.

- (i) Each Unit contains a garage. A garage is part of the Unit which directly accesses such garage. Driveways leading to garages shall be limited common areas for the exclusive use of the Owner of the Unit of which such garage is a part.
- (ii) Exterior Parking Spaces - There are no Exterior Parking Spaces not located in the garages or garage driveways.
- (iii) The garages, driveways leading to garages may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles except that garages may be used for storage. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Driveways shall not be used for storage; but the Owner of the Unit to which a driveway is appurtenant shall have the right to park private noncommercial passenger vehicles therein. Driveways shall not be used for storage. No structure shall be built in or on driveways. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in driveways. Garage doors shall be kept closed except when in use.

(D) Porch and/or Patios.

Each Unit shall have the exclusive right and easement for the use of porch and/or patio which adjoins said Unit. Each Unit shall be responsible for the upkeep and maintenance of said exclusive use area. The Board of Trustees shall have the obligation to replace the same pursuant to the

provisions of the Declaration of Trust.

Said right shall be subject to the Trustees' authority and ability to reasonably regulate and control and make rules relating to the use of such porch and/or patio, along with the appearance, painting, decorating and utilization of said porch and/or patio.

V. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein.

The Common Areas and Facilities of the Condominium consist of the entire subject premises as described in Paragraph II ("Description of Land") of this Master Deed, other than the Units described on Exhibit "C" hereto, subject to the Declarant's phasing easements and rights as set forth in Sections I(B) and (h) III. Without limiting the foregoing language in this Paragraph V, the Common Areas and Facilities of the Condominium include and are subject to:

- (i) The Land described in Paragraph II ("Description of Land") of this Master Deed, subject to the provisions regarding the Declarant's Phasing rights;
- (ii) Exterior Lighting Devices and wires and poles serving the same;
- (iii) Mail kiosks;
- (iv) Tennis Court;
- (v) Gazebo;
- (vi) The lawns, plants, shrubbery, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, to the extent that any of the foregoing are not situated within a Unit.
- (vii) The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder.
- (viii) The Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Condominium Trust, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.
- (ix) The Declarant has reserved the right and easement pursuant to Sections I(B) and (h) III 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.
- (x) All other items situated on the Subject Property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the Units described in Exhibit "C" hereto, subject to the provisions regarding the Declarant's Phasing rights. The proportionate interest of each Unit of the Condominium in the Common Areas and Facilities of the Condominium shall be as set forth in Exhibit "C" which is

attached hereto and incorporated herein by this reference and made a part hereof. Exhibit "C" will be amended from time to time, if and to the extent that future Phases are created as set forth herein elsewhere.

VI. Master Plans.

A set of the floor plans of the Buildings showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

VII. Use of Units.

(A) Units are intended only for residential purposes; provided, however, that any Unit may also be used as an office but only (1) accessory to such residential use, and (2) only if and to the extent such accessory office use is permitted by applicable zoning laws, and (3) no one shall be employed in such office except residents of the Unit, no clients or business invitees shall be permitted to visit such office, and there shall be no signs in connection with such office use.

(B) Units in the Condominium shall be conveyed, leased or rented only to individual grantees or tenants over the age of fifty-five (55) years, and if conveyed to tenants in common, joint tenants or tenants by the entirety, or rented or leased to co-tenants, at least one such grantee or tenant shall be over the age of fifty-five (55) years.

(C) Units shall be occupied solely by the Owners thereof, their tenants and temporary gratuitous guests. In the event that a Unit Owner under the age of fifty-five (55) years takes title to the Unit as a tenant in common, joint tenant or tenant by the entirety, (or occupies the Unit as co-lessee or tenant) with an individual who has attained the age of fifty-five (55) years, and such individual who has attained the age of fifty-five (55) years later dies, or is unable to continue to occupy the Unit as the direct result of disability requiring that he/she be admitted to a hospital, nursing home or like facility, then the other Unit Owner or co-tenant shall not, solely by reason of the death or disability of his/her tenant in common, joint tenant, tenant by the entirety or co-tenant, be obligated to vacate the Unit.

(D) It shall be a condition precedent to any conveyance, rental or lease of a Unit that the seller or Owner thereof shall verify the ages of the prospective purchaser, tenant or lessee by requiring such prospective purchaser, tenant or lessee to produce an affidavit, executed before a notary public under pains and penalties of perjury that such purchaser, tenant or lessee has attained the age of fifty-five (55), and a birth certificate, passport, driver's license, or other documentation that will offer reliable evidence of such persons' age (collectively, the "Age Documentation"). The Age Documentation shall be submitted by the seller or owner to the Trustees not less than fifteen

(15) days prior to the proposed conveyance, lease or rental. It shall be the duty of the Trustees to review the Age Documentation. If the Trustees shall in good faith doubt the veracity of the Age Documentation, the Trustees shall have the right to require the owner of the Unit in question to obtain additional documentation from such Unit Owner's prospective purchaser, tenant, or lessee, at the expense of such Unit Owner. If the Age Documentation appears to be in order and to establish that at least one of the prospective purchasers, tenants or lessees has attained the age of fifty-five (55) years, the Trustees shall be entitled to rely thereon and shall not be obligated to conduct an investigation to verify that such purchaser, tenant or lessee has attained the age of fifty-five (55) years, nor to require additional documentation.

(E) If the Trustees, having reviewed the Age Documentation are satisfied that one of the purchasers, tenants or lessees has attained the age of fifty-five (55) years, the Trustees shall execute an instrument substantially similar to Exhibit "C" to the Declaration of Trust of the Condominium Trust in proper form for recording. Such certificate shall be valid if executed by any two (2) Trustees and acknowledged by one (1) Trustee. If the Owner of the Unit in question is a Trustee, then the signatures of two (2) Trustees other than such Unit Owner shall be required under the provisions of this Section. Such certificate shall be recorded in the Middlesex North Registry of Deeds as a condition precedent to the conveyance of the Unit and no Unit conveyance shall be valid unless such certificate has been so recorded. In the event of a lease or rental, such certificate need not be recorded, but shall have been so executed by the Trustees. All leases and rental agreements shall be in writing, signed by the landlord and tenant or lessee, and shall by their terms, be expressly subject to the provisions of this Section VII (E). In the absence of fraud, the execution of a certificate under the provisions of this Section VII (E) by any two (2) Trustees shall be conclusive on all questions as to the age of the prospective purchaser, tenant or lessee in question; and, in the absence of fraud, no conveyance, rental or lease for which a certificate under the provisions of this Section VII (E) has been executed by any two (2) Trustees shall thereafter be deemed to be void or voidable. Any Trustee acting in good faith under the provisions of this Section VII (E) shall not be liable in the event of any error made in good faith respecting the subject matter of this Section VII (E).

(F) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Trust.

(G) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may use one or more Units for sales offices, models and other purposes, and may rent, lease or license Units.

(H) The Unit Owners desire to maintain Stonebury Crossing Condominium as an Owner-occupied residential community. All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the

Condominium Trust and the By-Laws and Rules and Regulations thereto.

(I) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

(J) No Unit Owner shall make any addition, alteration or improvement in or to any Unit, including Appurtenant Areas, affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural or architectural integrity or mechanical systems of the condominium without the prior written consent of the Trustees, which consent may contain such condition, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit, including Appurtenant Areas (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

(K) No Unit Owner shall make any addition, alteration or improvement to any part of the Common Area, including, without limitation, the Exclusive Use Common Area and the yard and landscaping thereof, without written consent of the Board of Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. Notwithstanding the terms in this subsection, nothing herein shall prohibit a Unit Owner from parking private passenger vehicles in any driveway in which the Unit has rights.

(L) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees, have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees, may use one or more Units and one or more Garages for sales offices and models.

(M) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units, the Declarant or its successors-in-title or their nominees may convey, lease or rent Units to individuals, grantees or tenants under the age of fifty-five (55), so long as such conveyance, lease or rental does not violate the numerical provisions of the Housing for Older Persons Act of 1995.

VIII. Amendment of Master Deed.

(A) This Master Deed may be amended by; (i) vote of the Owners of Units entitled to not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities; (ii) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the

Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee; and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Middlesex North Registry of Deeds, provided, however that:

- (i) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex North Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place;
- (ii) Pursuant to the provisions of General Law, Chapter 183A, Section 5, the percentage of the undivided interest of each Unit Owner in the Common Areas and Facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded;
- (iii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or affect unless the same has been signed and acknowledged in proper form for recording by the Owner or Owners and mortgagee or mortgagees of the Units so altered;
- (iv) No instrument of amendment which alters the rights of the Declarant shall be of any force or affect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any Unit in the Condominium; and
- (v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or affect.

(B) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to unilaterally amend this Master Deed to meet the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Tewksbury, or any of its boards, bodies or agencies, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission; and all Unit Owners, mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to any such amendments by the Declarant.

(C) The Condominium is planned to be developed as a Phased Condominium, each Phase of which shall include one (1) or more Buildings and Units and may include Decks, Patios, Garages, Basements and other appurtenances. Notwithstanding anything to this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party including, but not limited to, a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

(i) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:

(a) Said additional land may include, at the Declarant's option, any other land not shown on the site plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law;

(b) Additional Building(s) and Units;

(c) Additional roads, driveways, patios, decks, garages, basements and parking areas, walks and paths;

(d) New or additional fences or decorative barriers or enclosures, and other structures of every character;

(e) New or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations of every character for the furnishing of utilities;

(f) 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; and

(g) Said additional land may include, at the Declarant's option, any other land not shown on the site plan or now owned by the Declarant including, but not limited to, land which is abutting to the current Condominium or to other land so added thereto. If the Declarant adds additional land, the Declarant reserves the right to add new Units to the Condominium as part of future Phases. However, the total number of Units in the Condominium shall not exceed the maximum number of Units permitted by applicable law.

(ii) In the event that there are unsold Units, the Declarant shall have the same rights as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:

(a) Lease, rent and license the use of any unsold Unit;

(b) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and

(c) Use any Unit owned by the Declarant as an office for the Declarant's use.

(iii) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant) and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

(iv) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, 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 the Section VIII (C) and the and the development of Common Use Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section H (C). This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

(v) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit Owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.

(vi) Ownership of each Building, together with the Units, Decks, Patios, Garages, Basements and all appurtenances thereto, constructed by or for the Declarant pursuant to the

said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

(vii) Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future Phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Buildings, Units, Decks, Patios, Garages, Basements and other appurtenances shall be unlimited.

(viii) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section VIII (C):

(a) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire twenty-one (21) 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 Section reach the maximum limit allowed by law; or

(II) The Declarant shall record with the Middlesex North Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.

(b) Location of Future Improvements. There are no limitations imposed on the location of future Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Section VIII (C).

(c) Size of Phases. There are no minimum or maximum size limitations on the future Phase(s) to be added to the Condominium. A Phase may consist of any number of Buildings, Units, Decks, Patios, Garages, Basements and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Sub-phases in numerical order, but may construct Buildings, Units or Phases or Sub-phases and add Buildings, Units and Phases of Sub-phases to the Condominium in any order which the

Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a Phase. For example, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed Sub-phase 2A, containing less than the number of units originally contemplated in Phase 2.

(d) Units Which May Be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future Phases, however, the total number of Units in the Condominium shall not exceed the maximum number permitted by applicable law.

(e) Types of Units Which May Be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and Garages and Units which are to be added to the Condominium as part of future Phases. Therefore, except as otherwise set forth in this Master Deed, the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Section IV hereof.

(f) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future Phase(s).

(g) The Declarant may add future Phase(s) and the Building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with the Middlesex North 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) If the boundaries of the Unit(s) being added to the Condominium vary from those described in Section IV, the definition of the Common Areas and Facilities contained in Section V hereof shall be modified, as necessary, with respect to such Unit(s);

(III) An amended Exhibit "C" describing the designations, locations, approximate areas, number 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 Section IV of this Master Deed, and setting forth the new percentage ownership interests of all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A; and

(IV) Floor plan(s) for the new Units being added to the Condominium which floor plan(s) shall comply with the requirements of Chapter 183A;

(h) It is expressly understood and agreed that all Unit Owners, and all persons claiming, by, through or under Unit Owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new Phases to the Condominium and all other amendments made pursuant to this Section VIII (C) and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, which so executed by the Declarant or its successors or assigns and recorded with the Middlesex North 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 Unit Owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the additional of a new Phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit "C" which is to accompany each amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new Phase or Sub-phase to the Condominium. In any event, the new percentage

interests shall be set in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

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

(j) In the event that notwithstanding the provisions of this Section VIII (C) to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds a Building, Unit(s) and/or new Phase(s) to the Condominium, then the Declarant, its successors and assigns 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 each Unit Owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

(k) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

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

(m) 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 he shall determine to be appropriate or desirable, one (1) or more 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. The Declarant may turn such facilities 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 Section VIII (C), however, shall in any way obligate the Declarant to construct, erect or install any such Common Use Facility as part of the Condominium development.

(n) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all Phases, the Declarant and its successors-in-title and their nominees may use one (1) or more of the Units and One (1) or more Garages for sales offices, marketing functions and models.

(o) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Units, Garages or any other structures or facilities whatsoever beyond Phase I.

(p) The Declarant further reserves the right and easement over the Land described above, common with the Stonebury Crossing Condominium Trust and the Owners of Units in the same, to construct, connect to, keep, use, maintain, repair, replace and/or renew any underground and/or above ground lines, conduits, pipes, poles, wires, transformers, pumps, valves, switches and any other equipment facilities reasonably necessary to provide electric, telephone, telegraph, cable television, water, drainage, sewage, gas or any other utility service to or for the benefit of Land which the Declarant now owns or may own which abuts the Land described above; provided, however, that any such facilities now constructed shall be located where they are now constructed, to the extent possible, and any which may be constructed in the future shall be constructed in the manner and in a location so as not to permanently interfere with the use and enjoyment of the improvements currently located on the Land described hereunder.

The Declarant further reserves the right and easement, in common with the Stonebury Crossing Condominium Association and the Unit Owners thereto, to use any and all roadways and walkways located upon the Land for all purposes for which roadways are commonly used in the Town of Tewksbury including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The right and easement of the Declarant or other owners of any land which the Declarant owns or may own and which is sold thereto, as well as their agents, servants, employees, contractors, workmen, work crews, successors and assigns, to (a) further grant easements across the lands upon terms and conditions similar to those contained herein, to the extent reasonably necessary or convenient to further development of any abutting parcel; (b) restrict the use of certain Common Areas and Facilities located on the Land in order to facilitate construction or for purposes of

safety; (c) park vehicles used in connection with construction work or sales and marketing upon the land hereunder; and (d) in general do all things necessary or desirable in order to construct and complete all the improvements located on any adjoining parcel, and to market said adjoining parcel or any portion thereof.

The easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Owners and occupants of the Land hereunder as well as any adjoining land thereto.

Said easements may be assigned, transferred, sold and/or conveyed by the Declarant, to any entity including, but not limited to, the owner(s) of the abutting land.

IX. Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the Unit Owners will manage and regulate the condominium hereby established is Stonebury Crossing Condominium Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is c/o Silva Associates, 1501-19 Main Street, Tewksbury, Massachusetts 01876. Subsequent to the expiration of the term of the initial Board, the address of the Trust will be c/o Silva Associates, 1501-19 Main Street, Tewksbury, Massachusetts 01876. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established by this Master Deed.

The names and address of the Trustees of said Trust and its term of office are as follows:

Robert Pondelli, 36 Hillman Road, P. O. Box 23, Tewksbury, Massachusetts 01876.

Joseph Laliberte, 36 Hillman Road, P.O. Box 23, Tewksbury, Massachusetts 01876.

Term: As set forth in Section 3 of the Declaration of Trust of the Stonebury Crossing Condominium Trust.

The Trustee has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

X. Name of Condominium.

The Condominium hereby established shall be known as "Stonebury Crossing Condominium".

XI. Encroachments.

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 or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Buildings; or (2) condemnation or eminent domain proceedings; or (3) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended; or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Buildings stand.

XII. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside Units.

Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the Common Areas and Facilities serving such other Units and located in such Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the Common Areas and Facilities contained therein or elsewhere in the Buildings.

XIII. Wires Located Outside the Units.

Each Unit Owner shall have an easement in common with the Owners of other Units to use all wires (including, but not limited to those appurtenant to cable television, telephones and security systems) installed by the Declarant and located in the other Units and in portions of the Common Areas and Facilities and serving his Unit. Each Unit Owner shall be subject to an easement in favor of the Owners of the other Units, and of the Trustees of the Condominium Trust, to use all wires (including, but not limited to, those appurtenant to cable television, telephones and security systems) serving other Units or the Common Areas and Facilities in such Unit.

XIV. All Units Subject to Master Deed, Unit Deed and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future Owners, visitors, servants and occupants of Units shall be subject to and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit "A" hereto insofar as the

same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit "A" hereto, and the Unit Deed, and the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such Owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereto.

XV. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

Notwithstanding any provisions in these documents, the Declarant for himself, and his successors and assigns reserve the right to transfer any and all right associated with the Declarant hereunder, sell, transfer or otherwise convey any of the rights associated with the same hereunder to a successor Declarant so long as said instrument is executed and duly recorded in the Registry of Deeds.

XVI. Invalidity.

The invalidity 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 provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

XVII. 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.

XVIII. 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 or the intent of any provisions hereof.

XIX. Conflicts.

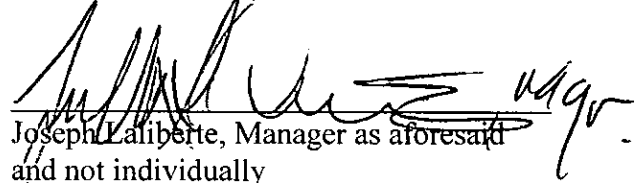
This Master Deed is set forth to comply with the requirements of Chapter 183A of the

General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

EXECUTED as an instrument under seal this 14th day of May, 2003.



Robert Pondelli, Manager as aforesaid
and not individually



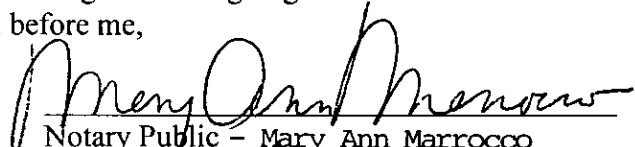
Joseph Laliberte, Manager as aforesaid
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss:

May 14, 2003

Then personally appeared the above named Robert Pondelli and Joseph Laliberte, Managers as aforesaid and not individually, and acknowledged the foregoing instrument to be their free act and deed as such Trustee but not individually, before me,



Notary Public - Mary Ann Marrocco
My Commission Expires: November 13, 2009

EXHIBIT "A"

STONEBURY CROSSING CONDOMINIUM TRUST
TEWKSBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Stonebury Crossing Condominium, Main Street, Tewksbury, Massachusetts

DESCRIPTION OF LAND

The premises which constitute the Condominium consist of the following described land in Tewksbury, Middlesex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

A certain parcel of land in the Town of Tewksbury, Middlesex County, Massachusetts situated on the southwesterly side of Main Street and being shown as New Lot 8 on a plan entitled "Definitive Subdivision Plan Stonebury Crossing Tewksbury, Massachusetts prepared for L & P Associates" dated February 7, being bounded and described as follows:

Beginning at a point on the southwesterly line of Main Street, also known as State Route 38, at the southeast corner of the premises, said point also being the northwest corner of land or now or formerly Ashdown, thence:

S 31° 16'05" W along land of now or formerly Ashdown, Day, Smith, Lauziere, Bennett, Hayward, Furey and Miner, a distance of 1052.5 feet, more or less, to Heath Brook, thence;

Westerly along said Heath Brook, a distance of 1242 feet, more or less, to a point at land of Villa Roma Assoc., Inc., said point being along a tie course of N 74° 56'12" W, a distance of 1075.43 feet, more or less, from the previous lot corner, thence;

N 23° 01'55" E along said Villa Roma land, a distance of 673.74 feet, more or less, to a point at other land of now or formerly Hy-Mare, Inc., being the southerly line of Lot 1A as shown on said plan, thence;

S 70° 15'03" E along said Lot 1A, a distance of 227.59 feet, more or less, to a point at land of now or formerly Hy-Mare, Inc., being the westerly side of Lot 7 as shown on said plan, thence; along said Lot 7 by the following courses:

S 02° 42'54" E along said Lot 7, a distance of 126.20, more or less, to a point at the beginning of a curve to the left, thence;

Southerly and Easterly, by said curve, having a radius of 120.00 feet, a distance of 158.31 feet, more or less, to a point, thence;

S 78° 18'00" E along said Lot 7, a distance of 184.87 feet, more or less, to the point at beginning of a curve to the left, thence;

Easterly and Northeasterly by said curve, having a radius of 120.00 feet, a distance of 111.04 feet, more or less, along said Lot 7, to a point, thence;

N 48° 41'00" E along said Lot 7 and Lot 81, a distance of 256.69 feet, more or less, to the point at the beginning of a curve to the left, thence;

Northeasterly by said curve, having a radius of 233.85 feet, a distance of 66.22 feet, more or less, along said Lot 81 to a point, thence;

N 32° 27'30" E along said Lot 81, a distance of 215.57 feet, more or less, to a point, thence;

N 43° 29'25" E along said Lot 81, a distance of 49.59 feet, more or less, to a point, thence;

N 41° 41'14" E along said Lot 81, a distance of 36.16 feet, more or less, to a point on the southerly line of said Main Street, thence;

Easterly by said Main Street along a curve to the left having a radius of 1024.33 feet, a distance of 338.86 feet, more or less, to a point, thence;

S 75° 14'05" E along said Main Street, a distance of 3.83 feet, more or less, to the point of beginning.

Said parcel contains 18.92 Acres, more or less.

The grantor reserves the rights to store snow on the area designated as "Snow Storage Easement" as shown on said plan.

Said premises are subject to the following:

1. Subject to Easement to Massachusetts Electric Company and New England Telephone and Telegraph Company dated November 11, 1982, recorded at Middlesex North District Registry of Deeds at Book 2576, Page 509.
2. Subject to Variance from Board of Appeals of the Town of Tewksbury dated July 3, 1984, recorded at Middlesex North District Registry of Deeds in Book 2822, Page 26.
3. Subject to Decision of Board of Appeals of the Town of Tewksbury recorded at Middlesex North District Registry of Deeds in Book 2881, Page 150.

4. Subject to Notice of Variance dated November 21, 1988, recorded at Middlesex North District Registry of Deeds in Book 4783, Page 320.
5. Subject to Easement to Villa Roma Associates, Inc., dated May 22, 1989, recorded at Middlesex North District Registry of Deeds in Book 4912, Page 25.
6. Subject to Notice of Site Plan Special Permit dated March 27, 2000, recorded at Middlesex North District Registry of Deeds in Book 11043, page 149.
7. Subject to Order of Conditions dated March 2, 2000, recorded at Middlesex North District Registry of Deeds in Book 11132, Page 251.
8. Subject to Easement to Verizon New England, Inc. recorded at Middlesex North District Registry of Deeds in Book 11541, Page 329.
9. Subject to Subordination of Easement Agreement dated August 10, 2001, recorded at Middlesex North District Registry of Deeds in Book 12140, Page 204.
10. Subject to Easement to Massachusetts General Electric Company recorded at Middlesex North District Registry of Deeds in Book 12153, Page 187.
11. Subject to Extension Permit recorded at Middlesex North District Registry of Deeds in Book 14698, Page 38.

For title reference, see deed of Hy-Mare, Inc. to the Declarant, dated August 20, 2001, recorded in the Middlesex North District Registry of Deeds. The above described premises are subject to and with the benefit of rights, restrictions, easements and agreements of record, if any, so far as are now in force and applicable.

See As-Built Site Plan C-1 Recorded at Plan Book _____, Plan Number _____
 See As-Built Site Plan C-2 Recorded at Plan Book _____, Plan Number _____
 See Phasing Plan C-1 Recorded at Plan Book _____, Plan Number _____
 See Phasing Plan C-2 Recorded at Plan Book _____, Plan Number _____
 See Floor Plan Recorded at Plan Book _____, Plan Number _____

EXHIBIT "B"

STONEBURY CROSSING CONDOMINIUM TRUST TEWKSBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Stonebury Crossing Condominium, Main Street, Tewksbury, Middlesex County, Massachusetts

DESCRIPTION OF BUILDINGS

PHASE I:

There is currently one (1) Building on the Land which is described in Exhibit "A" to this Master Deed. The Building is a two (2) story structure. The Building is wood veneer with vinyl siding. The floor joists and roof joists are wood. The roof is asphalt shingle. The floor slab is poured concrete. Building 1 contains two (2) Units, Units 15 and 16.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be a total of nine (9) Buildings and a total of thirty (30) Units. The Buildings will be two (2) story structures. The Buildings will be wood veneer with vinyl siding. The floor joists and roof joists will be wood. The roof will be asphalt shingles. The middle Units of any Building shall have only one (1) garage. The Developer has reserved its right to create basements and decks and such other rights as set forth in the Master Deed.

EXHIBIT "C"

STONEBURY CROSSING CONDOMINIUM TRUST
TEWKSBURY, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of Stonebury Crossing Condominium, Main Street, Tewksbury, Middlesex County, Massachusetts

DESCRIPTION OF UNITS

The Unit designation of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access in each case are as set forth in this Exhibit "C".

UNIT 15: Contains one (1) living room; one (1) dining room; one (1) kitchen; one (1) full bathroom; one (1) $\frac{3}{4}$ bathroom; one (1) half bathroom; one (1) office/study; two (2) bedrooms; and two (2) car garage

UNIT 16: Contains one (1) living room; one (1) dining room; one (1) kitchen; one (1) full bathroom; one (1) $\frac{3}{4}$ bathroom; one (1) half bathroom; one (1) office/study; two (2) bedrooms; and two (2) car garage

EXHIBIT "C"

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES	APPROXIMATE AREA OF GARAGE IN SQUARE FEET
Unit 15	Phase V	2,554 sq. ft.	As set forth above	Front porch, rear porch	50%	
Unit 16	Phase V	2,554 sq. ft.	As set forth above	Front porch, rear porch	50%	

NOTE 1: THE PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES OF EACH UNIT IN EACH PHASE WILL BE CALCULATED IN ACCORDANCE WITH THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183A WHEN EACH FUTURE PHASE IS ADDED TO THE CONDOMINIUM. IF AND WHEN FUTURE PHASES ARE ADDED, THE PERCENTAGE INTEREST OF EACH EXISTING UNIT WILL DECREASE.

NOTE 2: THE DECLARANT IS NOT REQUIRED TO ADD THE PROPOSED FUTURE PHASES, AND THE DECLARANT MAY MODIFY THE NUMBER AND CONFIGURATION OF BUILDINGS, UNITS, UNIT TYPES, FLOOR PLANS AND SQUARE FOOTAGE IN ANY FUTURE PHASE.

END OF DOCUMENT

Richard P. Howe, Jr.