

ALLOWED

7/14/87  
*[Signature]*  
JUSTICE

AMENDMENT TO MASTER DEED  
OF VILLAGE LANDING CONDOMINIUM  
TEWKSBURY, MASSACHUSETTS

Chester C. Sullivan and George T. Nawn, Sr. being all of the Trustees of Village Landing Nominee Trust under Declaration of Trust dated March 17, 1986, duly recorded in the Land Registration Office of the Middlesex North District Registry of Deeds, as Document No. 109480 on Certificate of Title No. 27081, having a usual place of business at 27 Henry J. Drive, Tewksbury, Middlesex County, Massachusetts, being the owner of all units and all the common areas and facilities in the Village Landing Condominium created by Master Deed dated January 13, 1987 recorded in the Land Registration Office of the Middlesex North District Registry of Deeds as Document No. 116679 on Certificate of Title No. C-17, hereby amends said Master Deed as follows:

1. By deleting paragraph 2 of the Master Deed and substituting the following paragraph:

2. Description of Buildings. The Condominium consists of two (2) buildings shown on the Condominium Plan, containing the number of stories as specified in the description of the Units as set forth in Paragraph 3 hereof. One of said buildings, (Building A), contains ten (10) Units being generally described as two stories in height and consisting of concrete block and steel frame construction. One of said buildings (Building B) contains (1) Unit as is currently existing building described as one story in height and consisting of concrete block and wood frame construction.

2. By deleting paragraph 3 and substituting the following paragraph:

3. Description of Units and Their Boundaries. The designation of each Unit of the Condominium, its location, approximate area, immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A annexed hereto, and in Floor Plans of the buildings entitled "Floor Plan As Built VILLAGE LANDING CONDOMINIUM TEWKSBURY, MASS. Owned by: Village Landing Nominee Trust Scale: 1/8" = 1' June 14, 1987 ROBERT P. MORRIS R.L.S. Tewksbury, Mass." which contain the certifications required by Mass. General Laws, Chapter 183A, Section 8, Paragraph (f) recorded herewith.

Included within each Unit are the windows, doors and the inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

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

A. Floors: The upper surface of the subflooring, or in the case of basement areas, the upper surface of the concrete floor slab.

B. Ceilings: The plane of the lower surface of the overhead floor joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the ceiling joists.

C. Interior Building Walls Between Units: The plane of the interior surface of the wall studs or concrete wall facing such Unit or, with respect to basement areas, if applicable, the interior surface of the concrete wall.

D. Exterior Building Walls: The plane of the interior surface of the wall studs, or with respect to basement areas, if applicable, the interior surface of the concrete wall.

3. By deleting the second paragraph of paragraph 6(h) and substituting the following paragraph:

One sign attached to the outside front wall of each unit as specified by the Association, to identify the occupant's business, being the dimensions allowed by the Zoning By-Laws of the Town of Tewksbury and being carved and of similar design as the free standing sign now on the premises, identifying VILLAGE LANDING.

4. By deleting paragraph 7 and substitution of the following:

7. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing:

(a) signed by the owners of Units in Building A entitled to seventy-five (75%) per cent or more of the undivided interests in the common areas and facilities, and

(b) signed and acknowledged by both of the Managers of the Association, and

(c) duly recorded with Middlesex North District Registry of Deeds.

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

No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner(s) of the unit so altered.

No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities or the name of the Condominium shall be of any force or effect unless the same has been signed by all Unit owners and said instrument is therein designated as an Amended Master Deed.

No instrument of amendment affecting any Unit or Common Element in a manner which impairs or modifies the security of a first mortgage of record thereon held by a bank, insurance company, or other mortgage lender shall be of any force or effect unless the same has been assented to in writing by such holder; and

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 said Chapter 183A of the Massachusetts General Laws shall be of any force or effect.

5. By adding paragraph twenty-one (21) as follows:

21. Connecting of Units. The Board of Managers may authorize that adjacent Units (either on the same floor or on separate floors) owned by the same person or entity be connected for purposes of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that (i) any and all work with respect to such connecting of Units shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Board of Managers, which approval shall not be unreasonably withheld or delayed, and (ii) upon completion of such work, a registered architect or engineer shall certify to the Board of Managers in writing that such work has been completed in accordance with all applicable laws and plans and specifications approved by the Board of Managers. Any such authorization shall be valid only if in a writing signed by both of the Managers. Such authorization shall become void unless the work to connect the Units is commenced within six months after the date of the authorization and is completed within a reasonable time thereafter. Any Units so combined shall continue to be treated as separate Units for all purposes hereunder and

under the Condominium Articles of Association.

At such time as connected Units are no longer to be owned by the same person or entity, the owners of such Units shall promptly restore the common walls and/or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connecting such Units) and upon failure to do so, the Board of Managers may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall be added to common expenses which, assessed to such Units and shall constitute a lien on the Units in question under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any filing in the Land Registration Office of the Middlesex North District Registry of Deeds to enforce the lien.

Notwithstanding the foregoing provisions, the Declarant herein reserves the right to renovate, change, or connect any of his remaining Units without obtaining the approval of the Board of Managers, provided, however, that any and all work with respect to such renovation, change or connecting of Units shall be done at the sole cost of Declarant and shall be done in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules and regulations.

In no event shall the Declarant renovate, change or connect any Units in such a way as to: (i) encroach upon the common Areas (other than common walls or floors between connected Units); or (ii) alter any other Unit Owner's percentage interest in the Common Areas and Facilities.

At such time as connected Units are no longer to be owned by the Declarant the Declarant shall promptly restore the common walls and/or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connecting such Units) and upon failure to do so, the Board of Managers may perform or cause to be performed such work, in which event such Declarant shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall be added to common expenses assessed to such Units and shall constitute a lien on the Units in question under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any filing in the Land Registration Office of the Middlesex North District Registry of Deeds to enforce the lien.

6. By deleting Exhibit A and substituting the following Exhibit A: (Exhibit A is attached)

MASTER DEED

EXHIBIT A

Building	Unit	Location	Immediate Common Area to which Unit has Access	Approximate Floor Area in Square Feet	Percentage Interest in Common Areas
A	A-1	Southerly end of bldg. 2nd floor	Stairs to Common Parking lot and Common Access Road from the Northeast end of Unit and Stairs to common grounds from the Northwest end of Unit.	4077	14.948
A	A-2	Interior of bldg. 2nd floor	Stairs to Common Parking Lot and Common Access Road from both the Southeast and Northwest ends of the Unit; and stairs to common grounds from both the southwest and northwest ends of unit.	3860	14.147
A	A-3	Interior of bldg. 2nd floor	Stairs to Common parking Lot and Common Access Road from the southeast end of Unit and stairs to common grounds from the southwest end of unit.	4105	15.051
A	A-4	Northerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	4561	16.734
A	A-5	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1978	7.200
A	A-6	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1594	5.783
A	A-7	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1859	6.761

MASTER DEED

EXHIBIT A

(cont.)

Building	Unit	Location	Immediate Common Area to which Unit has Access	Approximate Floor Area in Square Feet	Percentage Interest in Common Areas
A	A-8	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1509	5.470
A	A-9	Interior of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1886	6.861
A	A-10	Southerly end of bldg. 1st floor	Common parking lot and common access road from front of unit and the common grounds from rear of unit.	1665	6.045
B	B-1	Bldg. B	Common parking lot and Common Access Road to the front and rear of the unit.	3928	1.000

Executed under seal this 25th day of June, 1987

By, George T. Nawn Sr.  
George T. Nawn, Sr. as  
Trustee of Village Landing  
Nominee Trust AND AS OWNERS OF ALL UNITS.

By, Chester C. Sullivan  
Chester C. Sullivan, as  
Trustee of Village Landing  
Nominee Trust AND AS OWNERS OF ALL

By, George T. Nawn Sr.  
George T. Nawn, Sr. as  
Manager of Village Landing  
Condominium Association

By, Chester C. Sullivan  
Chester C. Sullivan as  
Manager of Village Landing  
Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

June 25, 1987

Then personally appeared the above named George T. Nawn, Sr., Trustee and Manager and Chester C. Sullivan, Trustee and Manager, and acknowledged the foregoing instrument to be their voluntary act and deed, before me,

Priscilla L. Gagnon  
Priscilla L. Gagnon  
Notary Public  
My commission expires:  
October 20, 1989.

The foregoing is hereby assented to.

Century Bank and Trust Company

By, Donald H. Lang  
Sr. Vice Pres.

COMMONWEALTH OF MASSACHUSETTS

Middlesex  
~~Essex~~, ss

July 14, 1987

Then personally appeared the above named Donald H. Lang, Sr. Vice President and acknowledged the foregoing to be the free act and deed, before me,

Barbara L. Fisher  
Notary Public  
My commission expires: 5/3/93

AMENDMENT TO BY-LAWS OF  
VILLAGE LANDING CONDOMINIUM ASSOCIATION  
TEWKSBURY, MASSACHUSETTS

Chester C. Sullivan and George T. Nawn, Sr. being all of the Trustees of Village Landing Nominee Trust under Declaration of Trust dated March 17, 1986, duly recorded in the Land Registration Office of the Middlesex North District Registry of Deeds, as Document No. 109480 on Certificate of Title No. 27081, having a usual place of business at 27 Henry J Drive, Tewksbury, Middlesex County, Massachusetts, being the owner of all units and all the common areas and facilities in the Village Landing Condominium created by Master Deed dated January 13, 1987 recorded in the Land Registration Office of the Middlesex North District Registry of Deeds as Document No. 116679 on Certificate of Title No. C-17, hereby amends the By-Laws of Village Landing Condominium Association recorded in said Land Registration Office as Document No. 116682 on Certificate of Title No. C-17 as follows:

1. By deleting that portion of Article VI, Section 1, which lists the proportionate charges of common expenses to the Units in Building A and substituting the following proportions in accordance with Massachusetts General Laws, Chapter 183A, Section 21(a) (1):

Unit	A-1	15.048%
Unit	A-2	14.247%
Unit	A-3	15.151%
Unit	A-4	16.834%
Unit	A-5	7.300%
Unit	A-6	5.883%
Unit	A-7	6.861%
Unit	A-8	5.570%
Unit	A-9	6.961%
Unit	A-10	6.145%

2. By deleting paragraph (D) of Article VI, Section 6 and substituting the following:

(D) The Board of Managers shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Managers and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees' liability with respect to any Manager, agent or employee of the Association, but excluding any independent agent or manager, and (c) such other risks as the Board of Managers in their discretion deem it appropriate to insure. The Unit Owner of Building B shall obtain and maintain a separate policy of comprehensive public liability insurance for the benefit and protection of the Unit Owner of Building B. All such insurance shall be in such amounts and forms as the Board of Managers shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of



defense based on conduct of any insured, and non-contribution.

3. By adding Paragraph (F) and (G) to Article VI, Section 6 as follows:

(F) The Unit Owner of Building B shall obtain and maintain a separate policy of casualty and physical damage insurance for the benefit and protection of the Unit Owner of Building B. Such policy or policies shall cover real estate constituting both the Common Elements and the Units in Building B, together with furnaces, water heaters, air conditioners, improvements, betterments, and such other portions and elements of Building B and the common elements as are for insurance purposes normally deemed to constitute part of a building and customarily covered by such insurance, including fixtures, installations or additions comprising a part of a building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual condominium units initially installed or replacements thereof, in accordance with the original condominium plans and specifications or installed by or at the expense of the Unit Owners of Building B but not including the furniture, furnishings, wall coverings, floor coverings, or other personal property of the Unit Owners. Such insurance shall insofar as practicable be maintained in an amount equal to not less than the full replacement value, as determined by the Board of Managers, of the insured property and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the Board of Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

(G) The Board of Managers shall not obtain and shall not be responsible to obtain casualty and physical damage insurance or comprehensive public liability insurance for the real estate constituting Unit B-1. The cost of comprehensive public liability insurance, casualty and physical damage insurance for the benefit and protection of Building B shall be incurred by the Unit Owner of Building B and shall not be incurred by the Board of Managers as a common expense.

4. By adding paragraph (d) to Article VI, Section 8 as follows:

(d) The Unit Owner of Building B shall be responsible for the maintenance, repairs, and replacements to the Common Elements of Building B as defined in the Master Deed. The Unit Owner of Building B shall also be responsible for the maintenance, repairs and replacements to the septic system which services Unit B. The costs of such maintenance, repairs, and replacements shall be incurred by the Unit Owner of Building B and shall not be incurred by the Board of Managers as a common expense.

5. By deleting Article IX and substituting the following Article:

ARTICLE IX

CONDEMNATION

Section 1. Condemnation. If more than ten (10%) percent of Building A is taken under the power of eminent domain, the taking shall be treated as a "casualty loss" and the provisions of Section 17 of said Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units in Building A have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners of Building A vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Managers shall have the authority to acquire the remaining portions of such Units in Building A, for such price as the Board of Managers shall determine, provided that any Unit Owner of Building A of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit in Building A is decreased in size or where the number of Units in Building A is decreased by a partial taking, then the Board of Managers may make such provisions for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners of Building A shall be represented by the Condominium acting through the Board of Managers. In the event of a partial taking, the award shall be allocated to the respective Unit Owners of Building A according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Managers to be distributed to the Unit Owners of Building A in accordance with their respective percentage interests in the Common Elements. Any award for the total or partial taking of Building B shall be payable to the Unit Owner of Building B according to the fair market value of Building B.

Executed under seal this 25<sup>th</sup> day of June, 1987.

By, George T. Nawn Sr  
George T. Nawn, Sr. as  
Trustee of Village  
Landing Nominee Trust  
AND AS OWNERS OF ALL UNITS.

By, Chester C. Sullivan  
Chester C. Sullivan, as  
Trustee of Village  
Landing Nominee Trust  
AND AS OWNERS OF ALL UNITS

By, George T. Nawn Sr  
George T. Nawn, Sr. as  
Manager of Village Landing  
Condominium Association

By, Chester C. Sullivan  
Chester C. Sullivan as  
Manager of Village Landing  
Condominium Association

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 25, 1987

Then personally appeared the above named George T. Nawn, Sr., Trustee and Manager and Chester C. Sullivan, Trustee and Manager, and acknowledged the foregoing instrument to be their voluntary act and deed, before me,

Priscilla L. Gagnon  
Notary Public, Priscilla L. Gagnon  
My commission expires:  
October 20, 1989.