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MASTER DEED OF WES-TECH INDUSTRIAL CONDOMINIUM

EAST MEADOW CONSTRUCTION CORP., a Massachusetts corporation duly organized under law and with its principal place of business located in Braintree, Middlesex County, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain property in Tyngborough, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 14 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include an additional phase in the Condominium. Said paragraph 14 also describes certain limitations on the Declarant's said right to so amend.

2. Name.

The name of the Condominium shall be as follows:
WES-TECH INDUSTRIAL CONDOMINIUM.

3. Description of Land and Buildings.

The Premises which constitute the Condominium comprise the land situated at Westford Road, in Tyngborough, Middlesex County, Massachusetts, as shown on the plan recorded herewith and entitled "Master Site Plan of Wes-Tech Industrial Condominiums in Tyngsboro, Mass., December 30, 1987, Richard F. Kaminski and Associates, Inc.", (hereinafter referred to as the "Site Plan").

The Declarant has constructed an initial Phase of 41 Units in two block and steel buildings with poured concrete foundations. Some of the Units are not separated and are in a combined state, and are also known as the Unit number set forth in Exhibit B. The location of said buildings are as shown on the Site Plan, and contain either one or two levels.

A description of the land on which the building and improvements are located is more particularly described in

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Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of, any easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A, including but not limited to the rights and easements reserved to the Declarant to develop an additional phase of the Condominium, and the terms and provisions of a Condominium Phasing Lease by and between the Declarant, as Lessor, and Albert E. Grenier and Marie Grenier, as Lessees, to be recorded herewith.

"Registry of Deeds" as used in this Master Deed shall mean Middlesex North District Registry of Deeds.

4. Designation of the Units and their Boundaries.

(a) The initial Condominium Units and the designations, locations, approximate areas, immediately accessible Common Areas and other descriptive specifications thereof are set forth in Exhibit B attached hereto, and are shown on the unit floor plans recorded herewith (hereinafter referred to as the "Plans").

(b) If and when the Declarant adds an additional phase to the Condominium pursuant to the reserved rights under paragraph 14 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phase from those boundaries described in subparagraphs 4(c) and 4(d) hereof. Also, with any amendment to this Master Deed adding the additional phase to the Condominium, the Declarant shall record new site and floor plans showing any building and Units forming part thereof.

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

(i) Floors: The plane of the upper surface of the concrete floor slab.

(ii) Roof: The plane of the lower surface of the roof rafters.

(iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the exterior surface thereof; as to the exterior door frames and window frames, the exterior surface thereof; and as to the windows, the exterior surface of the glass and sash.

All glass window panes and/or screens shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned and maintained by the Unit Owner thereof.

(d) Each Unit excludes the foundation, structural columns, girders, beams, supporters, perimeter walls, roofs, concrete floor slabs, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

(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 and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Limited Common Areas and Facilities" in paragraph 6 hereof.

(h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 6 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

5. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 6 hereof, the entire premises, including without limitation the land and all parts of any building and all improvements thereon and thereto, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in paragraph 6 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, 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) The foundation, structural columns, girders, beams, supports, perimeter walls, and concrete floor slabs.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, electricity, and telephones, which are not located within any Unit or which although located within a Unit serve other Units, whether alone or in common with such Unit.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

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

(f) The reversionary estate, subject to the Condominium Phasing Lease referred to in paragraph 3 hereof.

(g) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 4(b) and 14 hereof to modify the boundaries of Units to be included in the Condominium as part of the future phase, 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 shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

(g) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

6. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) **Parking Space.** Included with and appurtenant to each Unit will be one parking space as designated by the Board of Trustees which shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto. All other parking spaces shall

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be for the unreserved use of all Unit owners and their clients and customers.

(b) Each Unit shall have the exclusive right and easement to use any walkways which serve such Unit alone, provided that walkways which serve more than one Unit shall be for the shared exclusive use of the Units they serve.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraphs 9 and 10 hereof.

The Declarant has reserved the right pursuant to paragraph 14 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of a future phase. Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendment to this Master Deed adding such future phase.

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 all Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

8. Purpose and Restriction of Use.

The purposes for which the building and the Units are intended to be used are as follows:

(a) None of the Units are intended to be used for residential purposes. Units may be used only for such industrial or commercial purposes to the extent permitted by applicable zoning and other laws and ordinances, except that no Unit Owner(s) shall by reason of use, alteration, repair, modification, construction, re-construction or otherwise do any act which results in the unit or building or any part of either being re-classified under the terms of the Massachusetts State Building Code to a use group with more stringent fire separation, fire limit, fire resistance and fire protection regulations than those applicable to Use Group S-I.

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(b) All data processing, computer, graphic arts and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed in any Unit shall be so designed, installed, maintained and used by the Owner and occupant of such Unit, at the expense of such Owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors and other objectionable transmissions from such Unit to any other area of the building.

(c) If any governmental license or permit shall be required for the proper and lawful conduct of business in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof, the Owner of such particular Unit at their expense shall procure and maintain such license or permit, submit the same to inspection by the Board and comply with all the terms and conditions thereof.

(d) The architectural integrity of buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

Notwithstanding the foregoing, each Unit Owner shall be entitled to place a sign on the front and back of his or her Unit of a size and design to be approved by the Trustees, such sign to be installed and maintained at the expense of each Unit Owner.

Additionally, there shall be a building exterior directory, which directory shall at all times be a part of the common areas and facilities of the Condominium. Each Unit owner shall be entitled, at his or her expense, to place and maintain on said directory a nameplate of a uniform size and design as approved by the Trustees of the Condominium Trust.

(e) The Owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls or other improvements shall be approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

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(f) All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas 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, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.

(g) No Unit or any part of the Common Areas and Facilities or Limited Common Areas 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, except as occur during his or her ownership of a Unit.

9. Rights Reserved to the Declarant for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- Units;
- (i) Lease and License the use of any unsold
 - (ii) Raise or lower the price of unsold Units;
 - (iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units; and
 - (iv) Use any Unit owned by the Declarant as an office for the Declarant's use.
 - (v) Make such modifications, additions, or

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deletions in and to the Master Deed or the Declaration of Trust as may be approved or required by any lending institution making mortgage loans on units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(vi) Modify, subdivide, or combine Units so long as the total of percentage interests in the Common Areas attributable to the Units as so modified shall be equal to the total of such percentages prior to the modification.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his 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 any building or other structure and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

(c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the common areas and facilities of the Condominium, including the development and addition to the Condominium of a future phase as permitted by this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the common areas and facilities 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.

10. Rights Reserved to the Condominium Trustees.

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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, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(b) To grant permits, licenses and easements over the Common Areas for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(c) 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 WES-TECH INDUSTRIAL CONDOMINIUM TRUST (hereinafter 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 the Unit is entitled hereunder. As of the date hereof, the names of the original and present Trustees of the Condominium Trust (hereinafter and hereinafter the "Condominium Trustees") are as follows:

Albert E. Grenier of Dracut, Massachusetts

Marie Grenier of Dracut, Massachusetts

The mailing address of the Trust is 108 Farragut St., Dracut, Massachusetts.

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

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the third Wednesday in November of each year (Trust

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The FISCAL YEAR of the Trust shall begin on January 1 of each year (Trust 5.23).

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 any building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of any building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building involved stands.

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

(a) 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 (including, without limitation, paragraphs 8 and 14 hereof), 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 as set forth 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.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments

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necessary or appropriate to develop the additional phase of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose

(c) There shall be no restriction upon any Unit Owner's right of ingress and egress to and from the Owner's Unit, which right shall be perpetual and appurtenant to Unit ownership.

13A. Amendments.

Except as otherwise provided in paragraph 14 hereof with respect to amendments adding the additional phase to the Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least seventy-five per cent (75%) of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on 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.

(b) No instrument of amendment which affects any Unit in a manner which impairs the security of a first mortgage of record shall be of any force or effect unless the same has been assented to by such mortgage holder.

(c) 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 so affected.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to develop the Condominium as set forth in Paragraphs 9 or 14 or elsewhere in this Master Deed shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

(f) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (e) of this

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paragraph 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 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.

(g) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time, and from time to time, which amends this Master Deed (i) to comply with requirements of any governmental agency or any public, quasi-public or private entity which purchases (or may in the future purchase) mortgages; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth; (iv) to modify, subdivide or combine Units under Section 9(a)(vi) of this Master Deed, or (v) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

14. Declarant's Reserved Rights to Construct and Add a Phase.

The Condominium presently is comprised of forty-one condominium units, eighteen in Building 1, and twenty-three in Building 2 (all as more particularly described in Exhibit B hereof) and known as Phase I. Some of these Units in an combined and unseparated state are also known under a combined Unit designation, as set forth in Exhibit B. Without intending hereby to delimit or effect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the addition of one phase to the Condominium being comprised of forty-three units to be contained in two buildings of a type, quality and layout consistent with the units contained

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in Phase 1. Some of these Units in a combined and unseparated state may be known under a combined Unit designation.

The maximum number of Units in the Condominium, if the second phase is declared, will be 84 Units.

The Declarant shall be under no obligation to proceed beyond the first Phase; nevertheless, should the Declarant choose to proceed to develop the additional phase in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of the future phase shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(1) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) The Declarant shall have the right to locate future buildings, structures, improvements and installations wherever it determines in its discretion the same to be appropriate or desirable.

(c) The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.

(d) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of any future building(s) and the Units therein which are to be added to the Condominium as part of the future phase; provided, however, that any future building and the Units therein shall be consistent with the quality of construction of building and Units in the first Phase.

(e) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of the future phase. As hereinafter described, any amendment to this Master Deed adding the additional phase shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phase if such Limited Common Areas and Facilities are different from those described in paragraph 6 hereof.

(f) The Declarant may add the future phase and any building and Units therein to the Condominium by executing

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and recording with the Registry of Deeds an amendment to this Master Deed which shall contain the following information:

(i) An amended description of any building being added to the Condominium.

(ii) An amended Exhibit B describing the designations, locations, approximate areas, immediately accessible Common Areas and Facilities and other descriptive specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in subparagraphs 4(c) and 4(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 4(c) and 4(d), the definition of the Common Areas and Facilities contained in paragraph 5 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 7 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 6 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

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

(g) The Declarant shall not amend the Master Deed so as to include the additional phase until the construction of all buildings containing the Units comprising such phase have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(h) It is expressly understood and agreed that no such amendment adding a new phase to the Condominium shall require the consent, approval or signature in any manner by any Unit

Owner, any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry 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.

(i) Each Unit Owner understands and agrees that if the new phase containing additional Units is added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed 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 this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit B which is to accompany the amendment to this Master Deed which adds the new phase to the Condominium.

(j) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them to the Declarant's reserved rights under this paragraph 14 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when the new phase is added to the Condominium by amendment to this Master Deed pursuant to this paragraph.

(k) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds the new phase to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every

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present and future Owner of a Unit in the Condominium.

(1) The Declarant shall have the right and easement 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:

(i) Additional roads, drives, parking spaces and areas, walks and paths;

(ii) New or additional Limited Common Areas.

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

(iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights, and easements reserved to him in subparagraph 9(C) hereof.

Ownership of each building, together with the units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

15. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to EAST MEADOW CONSTRUCTION CORP., and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

16. Provisions for Combining or Subdividing Units.

(a) Combining adjacent Units: The Trustees may authorize that adjacent Units held in common ownership be combined for the purposes of single occupancy and that for such purposes cuts be made in common walls, or common walls entirely eliminated.

(b) Subdivision of Units: The Owner(s) of Units 19-26, 27-28, and 36-41 may subdivide their Units by the construction of new common walls.

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Provided, nonetheless, that such subdivision or combination under (a) or (b) above shall be effected only in accordance with the following terms and conditions:

(1) Any and all work shall be done at the sole cost and expense of the Unit Owners performing such subdivision and/or combining of Units 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 laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted and approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed.

(2) A new plan of such Units shall be recorded in the Registry of Deeds (which plan shall show the Units and any affected common areas as changed by such work and bear the same verified statement of a registered architect, registered professional engineer or a registered land surveyor as is required by said Chapter 183A together with a certificate signed by at least two (2) Trustees that all such work has been performed in accordance with this Section. Such new plan and certificate shall be recorded as a special amendment to this Master Deed.

(3) The total of the respective percentage interests in the common areas, facilities and elements of the Condominium attributable to the modified Units shall be equal to the total of the percentage interests attributable to the original Units which were altered in order to create the modified units.

17. Severability.

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

18. 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

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breaches which may occur.

Executed as a Sealed Instrument on this 15th day of April, 1988.

Signed and sealed EAST MEADOW CONSTRUCTION CORP.
in presence of

By Albert E. Grenier
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

4/15, 1988

Then personally appeared the above-named
Albert E. Grenier, President and Treasurer,
and acknowledged the foregoing instrument to be
the free act and deed of EAST MEADOW CONSTRUCTION CORP.,
before me,

Gerald F. Moore
Gerald F. Moore
NOTARY PUBLIC

My commission expires: 7-20-90

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**EXHIBIT A
to Master Deed
WES-TECH INDUSTRIAL CONDOMINIUM**

The land with the buildings thereon shown as Lot B on a plan of land entitled "Master Site Plan of Wes-Tech Industrial Condominiums in Tyngsboro, Mass., December 30, 1987, Richard F. Kaminski and Associates, Inc.", recorded herewith, and to which reference may be made for a more particular description.

Containing 563,818 square feet, according to said Plan.

Subject to a Condominium Phasing Lease covering the "Phase 2" portion of said Lot B, recorded herewith.

Reserving the right and easement for the owner(s) of Lot 1 as shown on said Plan to use that portion of Lot B that abuts Lot 1 for all access purposes in common with said Lot B, including, but not limited to, the right to pass and repass on foot or by vehicle, and the right to install utility lines. This reservation of easement shall run with the land.

Including the right, easement, and obligation to use and maintain two Detention Ponds and related drainage structures located on Lot 1 on said Plan, and shown as Pond 3 and Pond 4 on a Plan entitled, "Plan of Site Development in Tyngsboro, Mass., drawn for East Meadow Construction, May 1985, Merrimack Engineering Services, Inc.," recorded with Middlesex North District Registry of Deeds in Plan Book 152, Plan 110. The owner(s) of Lot 1 shall have the right to use either or both Pond areas in the development of said Lot 1, but in that event said owner(s) shall jointly share in the maintenance of said Pond area(s), but not otherwise. The rights and obligations set forth herein shall run with the land.

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EXHIBIT B
 to Master Deed
 UNIT DESIGNATIONS
 WES-TECH INDUSTRIAL CONDOMINIUM

UNIT NO.	PHASE NO.	BLDG. NO.	APPROX. SQ. FT. AREA	PROPORTIONATE INTEREST (PERCENTAGE)	
				Phase 1 only	Phase 1&2
1	I	1	1720	2.439%	1.190%
2	I	1	1381	2.439%	1.190%
3	I	1	1375	2.439%	1.190%
4	I	1	1373	2.439%	1.190%
5	I	1	1381	2.439%	1.190%
6	I	1	1381	2.439%	1.190%
7	I	1	1371	2.439%	1.190%
8	I	1	1371	2.439%	1.190%
9	I	1	1370	2.439%	1.190%
10	I	1	1367	2.439%	1.190%
11	I	1	1372	2.439%	1.190%
12	I	2	1370	2.439%	1.190%
13	I	1	1371	2.439%	1.190%
14	I	1	1371	2.439%	1.190%
15	I	1	1369	2.439%	1.190%
16	I	1	1375	2.439%	1.190%
17	I	1	1368	2.439%	1.190%
18	I	1	1374	2.439%	1.190%
19*	I	2	2272	2.439%	1.190%
20*	I	2	2270	2.439%	1.190%
21*	I	2	1273	2.439%	1.190%
22*	I	2	1157	2.439%	1.190%
23*	I	2	1155	2.439%	1.190%
24*	I	2	1155	2.439%	1.190%
25*	I	2	1157	2.439%	1.190%
26*	I	2	1141	2.439%	1.190%
27**	I	2	1396	2.439%	1.190%
28**	I	2	1373	2.439%	1.190%
29	I	2	1376	2.439%	1.190%
30	I	2	1374	2.439%	1.190%
31	I	2	1374	2.439%	1.190%
32	I	2	1373	2.439%	1.190%
33	I	2	1375	2.439%	1.190%
34	I	2	1380	2.439%	1.190%
35	I	2	1407	2.439%	1.190%
36	I	2	1375	2.439%	1.190%
37	I	2	1375	2.439%	1.190%
38***	I	2	1923	2.439%	1.190%
39***	I	2	1955	2.439%	1.190%
40***	I	2	1955	2.439%	1.190%
41***	I	2	1926	2.440%	1.190%

* Units 19-26 combined are also known as "Unit 19-26" as

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follows:

I	2	11,580	19.512%	9.520%
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** Units 27-28 combined are also known as "Unit 27-28" as follows:

I	2	2799	4.878%	2.380%
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*** Units 38-41 combined are also known as "Unit 38-41" as follows:

I	2	7759	9.757%	4.760%
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The immediate common area to which each unit has access is front and rear walkway.