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MASTER DEED
McKENNA WOODS CONDOMINIUM

I. Creation of Condominium.

(A) The undersigned, McKenna Woods, LLC, with a principal place of business located at 36 Webb Brook Road, Suite 1, Billerica, Massachusetts 01821, (the "Declarant"), being the sole owner of the land with the buildings thereon with the post office address of McKenna Drive, Billerica, 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 and Phases to the Condominium. The Building now existing and described in Section (c) Designated Buildings 1, 3, 9 and 10 containing eight (8) Units (shown on said plans as Phase I). The Declarant's present intention is to add six (6) additional Phases, Phases II through Phase VI, inclusive, each of which, if created, will consist of one (1) Building (numbered Building 2 and 4 through 8, inclusive), all of which will contain two (2) Units together with Garage Parking Spaces, all as shown on the site plan. If said Phases are created, there will be a total of twenty (20) 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. The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Said additional land may include, at the Declarant's option, any 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

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McKenna Woods, LLC -1-
36 Webb Brook Rd.
Suite 1
Billerica, MA 01821

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. The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. 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 McKenna Woods Condominium 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 McKenna Woods Condominium 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 Billerica, including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for 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.

The Declarant further reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. 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 ten (10) Buildings (the "Building") on the Land. The Buildings are 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. Description of Units.

(A) 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 at the floor slab;
- (ii) Upper Boundary: The plane of 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. Each Unit includes, to the extent shown on the floor plan, a chimney and flue and all portions and all components of which, whether located within or outside the Unit, are part of the Unit which it serves. To the extent there is a fireplace within the Unit, each Unit Owner shall have the fireplace and chimney cleaned every two (2) years by October 15th of said year, the first year of which shall be in the year 2008 and submit the proof of the same to the Trustees before November 1st.
- (vii) Installation of service equipment providing power, light, telephone, television, cable, including all equipment attendant thereto, all conduits, junction boxes, chutes, ducts, meters, pipes, plumbing, wiring, pumps, absorption units, boilers, incinerator rooms, oil tanks, flues and other facilities for the furnishing of utility services or waste removal contained within a Unit or located outside the same, so long as it exclusively serves the Unit.

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 Owner shall be responsible for their electricity, gas, water and sewer expenses, which shall be supplied by a public utility servicing the area in which the Condominium is located directly to each Unit Owner through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas, water and sewer and other utilities (if any), consumed or

used by his Unit or used by the heating, ventilating and air conditioning systems and hot water heater servicing his 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.

(B) Garages and Exterior Parking Spaces.

- (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 not located in garages or in garage driveways (the "Exterior Parking Spaces", individually "Exterior Parking Space") shall be a portion of the Common Areas and Facilities. The Declarant reserves the right (but not the obligation) to designate Exterior Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Exterior Parking Spaces. Exterior Parking Spaces not so designated by the Declarant as set forth in the preceding sentence shall be available for occasional use by all Unit Owners of Units, their tenants and their guests, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium Trust.
- (iii) The garages, driveways leading to garages and Exterior Parking Spaces 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, sport utility vehicles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small to mid-size 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. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, trailers, unregistered vehicles, no motor homes or any size or type, or inoperable vehicles shall be permitted to be parked in garages, driveways leading to garages and Exterior Parking Spaces. Garage doors shall be kept closed except when in use.

(C) Decks and Patios.

Each Unit shall have the exclusive right and easement for the use of deck 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 deck and/or patio, along with the appearance, painting, decorating and utilization of said deck and/or patio.

(D) Mold.

Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55% at all times.

Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts; and
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks and spills.

Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or

- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to undertake any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and Article 22 of the Declaration of Trust.

Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or resulting from the Unit Owner's failure to comply with the terms of this provision, the Master Deed, the Declaration of Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions.

Unit Owners shall be responsible and liable for any fines for violations of this provision and any damages suffered by the Condominium or other Owners or occupants of the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this provision.

Any expenses or fines charged to a Unit Owner pursuant to this provision shall be collectible as a common expense.

(E) Walk-up Attics.

The Unit Owners of each Unit which does not, at the time such Unit becomes subject to the Master Deed, have a finished attic, shall have the right to construct a finished attic provided such Owners shall obtain prior written consent of the Condominium Trustees, provided such construction, design and appearance thereof shall be in accordance with the control and direction of the Condominium Trustees. Such consent of the Condominium Trustees shall not be unreasonably withheld or delayed.

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 Section 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 Section V the Common

Areas and Facilities of the Condominium include and are subject to:

- (i) The Land described in Section II ("Description of Land") of this Master Deed, subject to the provisions regarding the Declarant's Phasing rights and subject to the provisions regarding Exterior Parking Spaces;
- (ii) Exterior Lighting Devices and wires and poles serving the same;
- (iii) Exterior Parking Spaces, except as otherwise limited by this Master Deed;
- (iv) The foundation, structural members, beams, supports, exterior walls, vinyl siding, roof and structural walls, and other structural components located within any Unit;
- (v) The lawns, plants, shrubbery, landscaping, driveways, road 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;
- (vi) Irrigation systems and all components related to the same;
- (vii) The sewer system, which is defined as all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of sewer services and all sewage drainage pipes and all appurtenant areas located outside the Units that serve part of the Condominium other than a specific Unit exclusively;
- (viii) All components related to the storm water management facility;
- (ix) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services (collectively, "utility installations") which utility installations are: (i) contained in the common portions of the Building; and (ii) do not solely serve a single Unit, and all such facilities contained within either Unit, including Appurtenant Areas thereof, which serve parts of the Building (including Units) other than the Unit within which such facilities are located, together with an easement of access thereto in the Trustees of the Condominium for maintenance, repair and replacement;
- (x) 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;
- (xi) The Declarant has reserved the right and easement pursuant to Sections I(B), II, III and VIII 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;
- (xii) All other items situated on the Land 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 and Garage 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"

interest of each Unit and Garage 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;

- (xv) Installation of service equipment providing power, light, telephone, television, cable, including all equipment attendant thereto, all conduits, junction boxes, shoots, ducts, pipes, plumbing, wiring, pumps, absorption units, boilers, incinerator rooms, oil tanks, flues and other facilities for the furnishing of utility services or waste removal contained in the Buildings and all such facilities contained within a Unit within which such facilities are contained (but specifically including equipment contained within and serving a single Unit), together with an easement of access thereto by the Trustees of the Condominium Trust, hereinafter referred to in their agent or agents for maintenance, repair or replacement.

VI. Master Plans.

A set of the floor plans of the Buildings showing the layout, location, Unit and Garage 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 and Garage Parking Spaces.

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

(C) 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.

(D) 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

(E) 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.

(F) 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 or Garage 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.

(G) 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.

(H) 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 and models.

(I) Five (5) of the Units shall be designated as "Affordable Housing" and shall be constructed, marketed and sold in accordance with the regulations set forth in 760 CMR 45.0 (the "Regulations") promulgated pursuant to the provisions of Massachusetts General Laws Chapter 40B, §20 through §23 for the Local Initiative Program ("LIP"). In the event that the Owners shall amend the Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal, with respect to the Affordable Housing Units, shall be secondary to the right of first refusal of the Town of Billerica or the Commonwealth as provided for in LIP. No instrument amending this Section shall be of any force and effect until the Zoning board of Appeals of the Town of Billerica and the Massachusetts Department of Housing and Community Development approve such amendment in writing.

Said Affordable Housing Units, in addition to any covenants set forth herein, shall be bound by the terms and conditions of any deed restriction and the Association shall be subject to any provisions of the Regulatory Agreement, a draft of which is attached hereto and incorporated

herewith and identified respectfully as Exhibit "D". To the extent that there is an inconsistency in these Condominium Documents, including the Master Deed, Declaration of Trust and Rules and Regulations and the Regulatory Agreement and Deed Rider, said Regulatory Agreement and Deed Rider will be deemed to override any provisions in the Condominium Documents and shall be enforceable provisions.

(J) All Units hereunder, in addition to any covenants set forth herein, shall be bound by the terms and conditions of a Findings and Decisions from the Zoning Board of Appeals of the Town of Billerica dated September 14, 2004, attached hereto and incorporated herewith and identified respectfully as Exhibit "E".

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%) of eligible mortgage holders (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 District 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 District 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 and/or Garage 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 Billerica, 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; or to assist the Declarant in the sale, development and/or marketing of any Unit; 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, Garages, Exterior Parking Spaces 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) The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. 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, decks, garages, Exterior Parking Spaces 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) The Declarant reserves the right to add additional land at the Condominium at any time and from time to time by unilateral amendment to this Master Deed. 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.
 - (h) The Declarant further reserves the right to unilaterally grant to the Town of Billerica and/or any of its Boards, Assigns and/or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the Development contemplated hereunder.
- (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, or Exterior Parking Space;
 - (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 development of Common Use Facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section VIII (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, Garages Parking Spaces, Exterior Parking Spaces 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 and Garage Parking Spaces 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, Garage Parking Spaces, Exterior Parking Spaces 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, Garage Parking Spaces and Exterior Parking Spaces 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, Garage Parking Spaces 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 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 District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(I) An amended Exhibit "B" describing the Building(s) being added to the Condominium;

(II) 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 District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each 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, Garage Parking Spaces, Exterior Parking Spaces 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 McKenna Woods Condominium 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 McKenna Woods Condominium 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 Billerica including, without limitation, the right and easement to bring construction vehicles and equipment over any such roadways.

The Declarant further reserves the right and easement for 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 Declarant further reserves the right to unilaterally grant to the Town of Billerica and/or any of its Boards, Assigns or Designees (the "Town") any easement the Declarant deems necessary, in its sole discretion, to complete the development contemplated hereunder.

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

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 McKenna Woods Condominium under Declaration of Trust of even date to be recorded herewith. The address of the Trust is 36 Webb Brook Road, Suite 1, Billerica, Massachusetts. Subsequent to the expiration of the term of the initial Board, the address of the Trust will be _____, Billerica, Massachusetts. 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:

Francis M. McCarthy, Jr., 36 Webb Brook Road, Suite 1, Billerica, Massachusetts 01821.

Term: As set forth in Section 3 of the Declaration of Trust of the McKenna Woods Condominium.

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 "McKenna Woods 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;

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.

XX. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate which constitutes McKenna Woods Condominium shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes the McKenna Woods Condominium.

XXI. Storm Water Management Facilities.

The Declarant shall be responsible for the installation, operation and maintenance of all aspects of the storm water management facilities until all dwelling units have been conveyed. Upon such occurrence, the operation and maintenance of such storm water management facilities within the development shall be the responsibility of the Condominium Association. Reference is made to Exhibit "F" attached hereto entitled Storm Water Management System, the terms of which are incorporated herein and made a part hereof.

XXII. Off-Site Drainage Improvements.

The Declarant shall construct off-site drainage pursuant to the Decision of the Zoning Board of Appeals attached hereto as Exhibit "E". Upon the completion of this construction, the Condominium Association shall be responsible for the monitoring and maintenance program until the responsibility of the same is transferred to the Town of Billerica/DPW.

XXIII. Municipal Restrictions.

The Town of Billerica shall not have, now or ever, any legal responsibility for the operation or maintenance of the following: sewer lines and associated pump station, snow plowing and snow removal, landscaping, storm water management facility, trash removal, utilities and street lighting on site roadways and parking areas.

EXECUTED as an instrument under seal this 29th day of June, 2008

McKENNA WOODS, LLC

By: Francis M. McCarthy, Jr., Managing Member

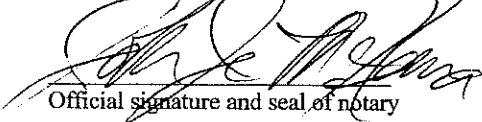
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

June 29, 2008

On this 29th day of June, 2008, before me, the undersigned notary public, personally appeared Francis M. McCarthy, Jr., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as

a managing member of McKenna Woods, LLC, the Declarant of the McKenna Woods Condominium.


Official signature and seal of notary
My Commission Expires: 11-15-13



JOHN J. MCKENNA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 15, 2013

EXHIBIT "A"

McKENNA WOODS CONDOMINIUM
BILLERICA, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of McKenna Woods Condominium, McKenna Drive, Billerica, Massachusetts

DESCRIPTION OF LAND

The land in that part of said Billerica, called North Billerica, situated Westerly of but not abutting on High Street, containing about six acres and thus bounded:

Beginning at the Northeasterly corner of said premises by land previously conveyed by deed of William M. Davies et ux to Joseph L. Broussard at a stake Two Hundred Twenty feet Westerly from High Street; thence

Westerly by said Broussard land by a stone wall Seven Hundred and Fifty feet to land supposed to belong, now or formerly, to Thomas Talbot; thence

Southerly by said last mentioned land Four Hundred Sixty and 70/100 feet; thence

Easterly still by said last mentioned land Two Hundred Thirty-Three and 64/100 feet to land supposed to belong, now or formerly to one Kitchen; thence

Northerly by said last mentioned land One Hundred Seventy-One and 60/100 feet; thence

N. 58 1/2° E still by said last mentioned land Three Hundred Seventy-One and 50/100 feet to a point Two Hundred Fourteen and 25/100 feet Westerly from said High Street; thence

Northerly by other land of William M. Davies et ux, the line running through a drill hole on a boulder Ten and 70/100 feet Northerly from said Kitchen land and through two stakes to the point of beginning Two Hundred Thirty-Four and 63/100 feet;

Be said contents and any or all of said measurements more or less and however otherwise said premises may be measured, bounded or described.

Excepting therefrom and not hereby conveying so much of the above described premises which is shown as Lot A on plan recorded with Middlesex North District Registry of Deeds, Plan Book 93, Plan 46A, conveyed to Albert S. Dodge et ux by deed dated June 27, 1960, recorded with said Registry of Deeds at Book 1480, Page 596.

For title reference, see deed of _____ to the Declarant, dated _____, recorded in the Middlesex North District Registry of Deeds at Book _____, Page _____. 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.

EXHIBIT "B"

McKENNA WOODS CONDOMINIUM
Billerica, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of McKenna Woods Condominium, McKenna Drive, Billerica, Middlesex County, Massachusetts

DESCRIPTION OF BUILDINGS

PHASE I: The Building is a two (2) story structure. The Building is wood framing with vinyl siding. The roof is asphalt shingle.

FUTURE PHASES:

If all of the contemplated future Phases are constructed and added to the Condominium, there will be ten (10) Buildings. The Buildings will be two (2) story structures. The Buildings are wood framed with vinyl siding. The roof is asphalt shingle.

EXHIBIT "C"

McKENNA WOODS CONDOMINIUM
BILLERICA, MASSACHUSETTS

Incorporated by reference into and made a part of the Master Deed of McKenna Woods Condominium, McKenna Drive, Billerica, 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".

EXHIBIT "C"

| UNIT DESIGNATION | STATEMENT OF UNIT LOCATION | UNIT TYPE | 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 |
|------------------|----------------------------|-----------|---|---------------------------------|--|---|---|
| 11 | 16 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 8.65 % | |
| 12 | 18 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 8.65 % | |
| 31 | 24 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 18.92 % | |
| 32 | 26 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 18.92 % | |
| 91 | 50 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 8.65 % | |
| 92 | 48 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 18.92 % | |
| 101 | 45 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 8.65 % | |
| 102 | 43 McKenna Drive | Duplex | 2,694 | 5 rooms 2.5baths | Front & garage door | 8.65 % | |

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.

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

NOTE: 