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Essex North Registry

**MASTER DEED**

**OF**

**COUNTRY CLUB CIRCLE**

**CONDOMINIUM**

**MASTER DEED**  
**OF**  
**COUNTRY CLUB CIRCLE CONDOMINIUM**

The undersigned Declarant, CARRIAGE HOMES, LLC, a Massachusetts Limited Liability Company with a place of business of 32 Chestnut Street, Andover, Massachusetts, being the sole owner of land off Howe Street, Essex County, Methuen, Massachusetts 01844 described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto to the provisions of the Act (as hereinafter defined) and proposes to create, and hereby does create with respect to said premises, a Condominium to be governed by and subject to the provisions of the Act, and to that end the Declarant declares and provides the following:

**1. Definitions, Condominium Phasing, Development Rights.**

**A. Definitions.**

The following terms shall have the following meanings in this Master Deed and in the Declaration of Trust of COUNTRY CLUB CIRCLE:

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed, or added to the Condominium by amendment to this Master Deed.

Declarant shall mean Carriage Homes, LLC and its successors and assigns (except as limited as set forth in the definition of “successors and assigns” hereinbelow).

Exclusive use area shall mean the decks, front porches, patios, stairs, driveways or other such land appurtenant to the Unit designed as an exclusive use area on the Site Plan and/or deed to the Unit.

Owner shall have the same meaning as the term “Unit Owner” in Section 1 of the Act.

Plan shall mean plan of land entitled “Condominium Site Plan Country Club Circle Condominium, Methuen, Massachusetts prepared for: Carriage Homes LLC, Date: August 20, 2019, Scale 1”=30’ by Andover Consultants, Inc., Date August 21, 2019 Scale 1”=30’”; said plan being recorded with the North Essex District Registry of Deeds herewith; and such additional Plans as may be recorded in future phasing of the condominium pursuant Declarant’s reserved rights to construct and add future phases and to amend contained herein.

Successors and Assigns shall mean the successors and assigns of Declarant, but the term “successors and assigns” specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of Declarant, unless such deed, mortgage or other instrument, referring specifically to this Section 1A of this Master Deed, so states and Declarant Assents in writing.

The Act shall mean Massachusetts General Laws, Chapter 183A (“Condominiums”) as amended.

Unit shall mean a Condominium unit as described herein.

### **B. Condominium Phasing.**

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more Units. Paragraph 17 titled Declarant's Reserved Rights to Construct and Add Future Phases and to Amend hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent or signature of any owner, or any mortgagee or any trustee of the Condominium Trust, or 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, so as to add additional land and additional phases and additional Units to the Condominium. Said paragraph 17 also described certain limitations on the Declarant's said rights to add additional land, additional phases and additional Units. In addition, the percentage interest (and thus the condominium fees) are subject to further adjustments as the unit floor areas and condominiums themselves become certified.

### C. RESERVED

### **D. Development Rights**

(i) The term "Development Rights" as used herein shall mean the right and easement of Declarant or its Successors or Assigns to add Units to the Condominium, including but not limited to Declarant's rights and easements set forth in paragraph 17 of this Master Deed. The term "Development Rights Grantee" shall mean any grantee to whom Development Rights are assigned and/or conveyed.

(ii) In the event that Declarant, or its Successors or Assigns convey and transfer Development Rights, each unit added to the Condominium by a Development Rights Grantee pursuant to the exercise of Development Rights shall be and remain the property of such Development Rights Grantee, and such Development Rights Grantee shall have the right to sell and mortgage each such Unit to anyone whomsoever, and title to such Unit shall be deemed to be vested in fee simple in such Development Rights Grantee until such Development Rights Grantee executes and delivers a Unit deed describing the Unit to a third party grantee or mortgagee.

(iii) The Development Rights Grantee shall be regarded as the successor and assign of the grantor of the Development Rights solely with respect to the grant of Development Rights of the Units named in the instrument of assignment of Development Rights, but such Development Rights Grantee shall not be deemed the successor or assign of such grantor for any other purpose, or in any other connection. All grants of Development Rights (unless otherwise specified) shall be subject to (i) the provisions of this Master Deed, (ii) the provisions of the Condominium Trust, (iii) the Act, (iv) governmental conditions and approvals of record as listed in the attached Exhibit "A" to the Master Deed, (v) all applicable laws, codes, rules and regulations regarding construction or

development of the Condominium (as all of the foregoing may be amended from time to time). No grantee, mortgagee, lessee, tenant or other transferee of any interest in any Unit conveyed to a third party grantee, mortgagee, lessee, tenant, or other transferee by a Development Rights Grantee shall be deemed to have any rights against the grantor of the Development Rights, except as set forth in other agreements between such parties.

## **2. Name**

The name of the Condominium shall be "COUNTRY CLUB CIRCLE CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

## **3. Description of Land**

The phased land upon which the building(s) and improvements are situated is described in Exhibit A attached hereto and made a part hereof, which premises are subject to and have the benefit of, as the case may be, the easements, encumbrances, special permits, restrictions and appurtenant rights of record and as set forth in Exhibit "A" and the Site Plan recorded herewith.

## **4. Description of Units**

The Unit(s) (hereinafter the "Unit(s)") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereafter be amended as construction is completed and/or additional phase(s) are added to the Condominium pursuant to paragraph 17 hereof. "The condominium may when fully phased consist of a total of 11 units. Phase I consists of one Unit. Units are wood framed, with poured concrete foundations, full basement two stories."

## **5. Designation of the Units and Their Boundaries.**

(a) The Condominium presently consists of the Units, situated in the Building(s) shown on the site plan to be recorded herewith (said Units together with all other Units subsequently added to the Condominium pursuant to paragraph 17 hereof as part of future phases are hereinafter referred to as the "Units"). The designations, locations, approximate areas and numbers of rooms, and other descriptive specifications of each of said Units are set forth in Exhibit C attached hereto and made a part hereof, and are shown on the site and unit floor plans of "COUNTRY CLUB CIRCLE".

The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of Chapter 183A.

(b) When the Declarant adds additional Phases to the Condominium pursuant to his reserved rights under paragraph 17 hereof, he shall amend Exhibit C hereto to describe the Units being thereby added to the Condominium and shall set forth

in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with each amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record a new site and floor plans showing the Units forming part thereof.

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

- (i) Floors: The plane of the upper surface of the subflooring;
- (ii) Roofs: The plane of the lower surface of the ceiling joists;
- (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the studs facing the unit on the exterior walls; the exterior and interior frames (entire door part of the unit); and as to the windows, the exterior surface of the glass and sash (entire window and sash part of the unit).
- (iv) Stone, brick, and/or concrete walls: the plane of the interior finished surface of the concrete walls and the interior finished surface of any stone or brick walls.
- (v) Concrete Floors: the plane of the upper surface of the concrete basement floor slab.

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

(e) All hardware, including, without limitation, locks and hinges and interior window mullions, which are part of or connected to the windows shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and maintained and repaired by the Unit Owner thereof.

(f) Any storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner.

(g) Each Unit, excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, attic space's, corridors, hallways and stairways outside the Unit's boundaries, exterior steps and landings, lawns, driveways, parking areas, walks and all conduits, ducts, 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.

(h) Each Unit included the ownership of all utility installations which exclusively serve the Unit whether or not contained within the boundaries of the Unit.

(i) 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.

(j) 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 so designated.

(k) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Exclusive Easement Areas so designated if any.

## **6. Common Area and Exclusive Use Area**

The Common Areas and Facilities of the Condominium shall consist of the land described as Pond 1 and Pond 2 on the Condominium Plan and the land designated Country Club Circle and the Exclusive Use Areas for the Unit, subject to easements and rights of certain Unit Owners to areas as set forth herein, including Exclusive use areas. Without limiting the foregoing language, the Common Areas and Facilities of the Condominium comprise and consist of:

(a) In general any and all apparatus, equipment and installations existing for common use, Declarant reserving rights to easements for utilities, inclusive but not limited to water and sewer service, over common areas with the right to modify and relocate same within common areas as may be necessary during developmental phases.

(b) the Sewer System, which is hereby defined as follows: all pipes, pumping stations, conduits, controls, ducts, plumbing, cables, equipment and other facilities and, all appurtenances thereto, located on the Condominium Land for the furnishing of a connection to the municipal sewer system serving the Condominium, but excluding any such item and any plumbing located within any Unit.

(c) The lawns, shrubbery, all land contained in the lots designated Pond 1 and Pond 2 on the Site Plan, landscaping, driveways, emergency access road, roads and walkways on the Condominium Land and the improvements thereto and thereof including walls, retaining

walls, railings, wood parapets, if any, lighting fixtures to the extent that any of the foregoing are not situated within an Exclusive Use Area, if any.

(d) The parking spaces on the Condominium Land, if any.

(e) The foundations, structural columns, girders, beams, supports, perimeter walls and studs between units lying inside the inner surfaces of the wallboard facing the studs, roof, concrete floor slabs, attic spaces, corridors, hallways and stairways outside the unit boundaries.

(f) All conduits, ducts, pipes, flues, wires and other installation of facilities for the furnishing of utility services or waste removal, including without limitation water, sewerage, gas, electricity, heated or cooled air, exhaust from fireplaces or furnaces, telephone and sprinkler service which are not located within any unit or which located within a unit, serve other units, whether alone or in common with such unit, not including those installations or facilities which, although located outside a unit, exclusively serve a single unit.

(g) All other elements and features of the Condominium Land, however designated or described, , and all other items, listed as Common Areas and located on the Condominium Land and not referred to herein.

(h) Ownership of the fee in all streets and ways shown on the Plan shall be part of the Common Areas and Facilities and are subject to the rights of others to pass, repass and use same for all purposes which streets and roads may be used in the City of Methuen. The Trustees of the Condominium Trust (and not the Declarant) shall be obligated to maintain the streets and ways (including removal of snow and ice therefrom) and utilities therein, thereon and thereunder.

(i) The Common Areas and Exclusive Use Areas shall be subject to the provisions of the Bylaws of the Condominium Trust, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

(j) With respect to the parking spaces not designated for Exclusive Use within a lot area, if any, the same shall be available for occasional use by all Owners of Units, their tenants and their guests, subject to and in accordance with the Bylaws and Rules and Regulations of the Condominium Trust.

(k) In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in the Act, the Owner or Owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the Owners of all other Units and subject to the like rights and easements appurtenant to such other Units; to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, cables, and other facilities for the furnishing of utilities and services, subject always however to, (a) the exclusive rights and easements herein granted to particular Units in certain facilities; (b)

the restrictions and other provisions herein set forth; and (c) the rules and regulations promulgated by Trustees of the Condominium Trust.

(l) The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of Owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof and also a right of access for making emergency repairs as provided for in the Act.

(m) The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.

(n) Common Areas fees shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments, including the maintenance of Pond 1 and Pond 2 and Country Club Circle. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account and paid by each new owner at the time of taking title to a Condominium Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(o) The Declarant hereby reserves the right and easement 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.

(p) Subject to the exclusive use provision of paragraph 8 hereof, the restrictions set forth in paragraph 9 hereof, and the reserved rights and easements as set forth herein, each Owner may use the common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other owners.



## **7. Percentage Ownership Interest in Common Areas and Facilities**

The percentage ownership of each Unit in the Common Areas and Facilities has been determined upon the relation of the square footage of the Units, and number of Units measured and quantified as of the date hereof. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 17 hereof.

## **8. Exclusive Use Areas**

The exclusive use areas will consist of such decks, patios, stairs, front porches or such other land area appurtenant to the Unit designated on the Site Plan and/or unit deed for exclusive use of a designated unit. The Declarant reserves the right and easement to grant the additional exclusive right to use the parking spaces, garages and land to certain unit owners, which right shall be appurtenant to that respective unit as set forth in the first deed to such unit or in a subsequent instrument of conveyance from the Declarant to such unit owner and which right shall not be transferred except upon transferred of the unit to which it is appurtenant or to the condominium trustees.

## **9. Purpose and Restrictions on Use**

1: The Condominium shall be used for the following purposes and shall be subject to the following restrictions, and the Rules and Regulations:

(a) Each Unit shall be used by the Owner or his family, guests, invitees or lessees only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Methuen Zoning By-laws) and for no other use. However, Declarant may utilize a Unit(s) for an office or as a model unit for such time as it determines. Subject to the prohibition against pets in the mansion unit contained herein.

(b) Ordinary and usual domestic dogs, cats and birds may be kept in reasonable numbers by any owner of a Unit during such time as such Unit is occupied and subject to such restrictions as the Board of Trustees may promulgate. Only one dog or one cat is permitted per Unit. After due notice and hearing the Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation, causing a nuisance and damaging property of any Unit Owner or Occupant.

(c) Owners may lease, rent, or license the use of their Unit for a minimum period of six (6) months, subject, however, to the conditions and obligations set forth in this Master Deed. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Condominium Trustees, cause any

lessee, tenant, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an Owner with respect to his Unit shall be virtue of this sub-paragraph 9(c) of the Master Deed be subject to immediate termination in the event the Condominium Trustees shall for the aforesaid reasons request that the lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Unit. Each Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licenses or other occupants of his Unit claiming by, through or under such person; and (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this sub-paragraph.

(d) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust as the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.

(e) No noxious or offensive use shall be made of any part of Country Club Circle Condominium and nothing shall be done therein which is or will become a nuisance or an annoyance which will constitute a fire hazard or which result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law or governmental regulation applicable thereto. No use may be made of any part of the Condominium which will increase the rate of insurance without the prior written consent of the Board of Trustees.”

(f) No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description or snakes, reptiles or exotic animals shall be kept or maintained within the Condominium or its Common Areas and Facilities, on any EUA or in any structure thereon, or in any Unit.

(g) No trailer or Recreational Vehicle (RV) or boats, snow mobiles, campers, go-carts, all terrain vehicles or like items at the discretion of the Board of Trustees shall be stored or parked and no shack or barn shall be erected at any time on an Exclusive Use Area or in the Common Areas.

(h) The architectural integrity of the buildings and grounds shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon

or attached to the Units or Common Areas or Exclusive Right to Use Areas and no painting or other decoration shall be done on any exterior part of the Unit, unless the same shall have prior written approval of the Board of Trustees. This provision shall not apply to the Declarant.

(i) No signs whatsoever, whether business, professional, political designed for profit or altruism shall be maintained or permitted on any Unit or Exclusive Use Area appurtenant to a Unit or Common Areas, this would include all “for sale” or “for rent” or “for lease” signs , except by the Declarant or any Development Rights Grantee.

(j) No above-ground or in-ground swimming pool shall be installed or used, including inflatable pools.

(k) Except as may be provided by law and FCC regulations, no so-called “satellite” dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.

(l) The following design review and procedures shall apply. No Unit Owner shall make any addition, alteration or improvement in or to his Unit . Nor, shall any Unit Owner make any additions, alteration or improvement in or to his Unit which would encroach upon the Common Areas or Exclusive Use Areas without the prior written approval of all Unit Owners. Also no Unit Owner shall undertake any work or activity in their Units unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 9(L) and shall conform to the conditions set forth in this Section 9(L) except that the approval by the Trustees is not required for work done by the Declarant in accordance with the rights reserved to the Declarant in the Master Deed.

(m) The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually and collectively referred to as the “Proposed Work”) which are subject to the approval procedures and conditions of this Section 9.

a. Prior to the commencement of the Proposed Work:

(i) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 9(L). Such plans and specifications shall be in such detail as the Trustees may reasonably request, and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor if so requested by the Trustees;

(ii) The Unit Owner shall have submitted to the Trustees such supplemental information, in additions to the said plans and specifications, as the Trustees shall reasonably request in order to evaluate fully the proposed work;

(iii) The Unit Owner involved and/or his contractor(s) shall have obtained and delivered to the Trustees such policies of casualty, public liability, workman's compensation and other insurance insuring the Trustees, the Unit Owners, the manager (if any) and such other persons as the Trustees may designate against such risks of loss and in such amounts of coverage as the Trustees shall reasonably determine to be appropriate under the circumstances. Such policies of insurance may include a "Builder's All-Risk" policy, so-called; and

(iv) The Unit Owner involved shall have obtained and delivered to the Trustees such security running to the benefit of the Trust, as the Trustees may reasonably require, so as to assure that the Proposed Work is duly, satisfactorily and expeditiously completed. Such security may take one or more of the following forms, as approved by the Trustees, who shall determine whether the amount, form and substance thereof is satisfactory:

- a. Deposits of cash or negotiable securities.
- b. Letters of Credit.
- c. Performance bonds and/or guarantees.
- d. Such other types of security as the Trustees shall determine to be adequate and appropriate for the purpose.

b. The proposed work shall be performed expeditiously in a good and workmanlike manner in full compliance with all applicable Federal, State and local laws, ordinances, codes, bylaws and rules and regulations including those relating to zoning, building, health, safety and sanitation; and all necessary permits required for the work, including a building permit (if required by law), shall be duly obtained and complied with.

c. The Proposed Work shall also be performed in full compliance with all conditions and requirements imposed by the approval (s) therefore granted by the Trustees.

d. No materials, supplies, equipment, tools and other items associated with the Proposed Work shall be stored or left overnight in or upon any of the Common Areas and Facilities without the prior written authorization of the Trustees.

e. By reviewing and approving a Unit Owner's Proposed Work the Trustees are not undertaking, nor shall they thereby assume, any liability or responsibility for the structural or other soundness of the Proposed Work; and each Unit Owner for himself, his family and all others claiming by, through or under him, including all guests, lessees, tenants, licensees and other occupants of his Unit, hereby irrevocably releases each of the Trustees from any and all liability on account of any errors or defects in or failures or

omissions with respect to the plans and specifications for and/or constructions implementation of the Proposed Work. In addition, each Unit Owner who performs the Proposed Work or has the Proposed Work performed for him agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees, the manager (if any) and all other Unit Owners from and against all loss, liability, damage and expense, including court costs and attorneys' fees, resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, on account of the Proposed Work.

(n) The following additional restrictions on use shall be observed at all times;

- (i) unit owners shall be held responsible for the actions of their children, family members, guests, invitees, tenants and other occupants, workman and vendors, and people or pets subject their control;
- (ii) there shall be no use or activity in any Unit or Common Area including Exclusive Use Areas of the Condominium which shall be in violation of any governmental law, ordinance, rule or regulation;
- (iii) The units shall be heated at all times so as to maintain a minimum temperature of 55 degrees so as to avoid the freezing of pipes, plumbing facilities and the like. A right of access to the Trustees to enforce this provision shall apply. Unit Owners shall be responsible for all damages caused to the failure to maintain such temperature, and heating, electric, and repair bills incurred by the Trustees will be the obligation of the Unit Owner who is in violation hereof and the same shall be a lien against the Unit of such Owner under Section 6 of the Act;
- (iv) No one shall obstruct, commit any waster in, or otherwise cause any damage beyond reasonable wear and tear to the Common Areas including Exclusive Use Areas. Nothing shall be stored in the Common Area without the prior written permission of the Trustees. Nothing shall be altered, constructed, or removed from the Common Area without the prior written consent of the Trustees;
- (v) Owners, guests, occupants and lessees of Units will be expected to reduce noise levels after 10:00 PM and before 8:00 AM so that other residents are not disturbed. At no time may musical instruments, radios, TV or the like be so loud as to become a nuisance.
- (vi) Such further Rules and Regulations are attached as Exhibit "A" to the COUNTRY CLUB CIRCLE Condominium Trust.

#### **10. 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 Owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit or holds the development rights to any unconstructed unit(s) to:

- (i) Lease, rent and license the use of any unsold Unit or Development Rights;
- (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
- (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, 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.

(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, including but not limited to the Exclusive Use Area 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 paragraph 17 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. 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. Notwithstanding the foregoing, any person or entity exercising the right to perform work on land, which has been improved, shall promptly restore the disturbed area to its condition prior to the entry.

(d) Notwithstanding any provision of this Master Deed to the contrary, the Declarant shall have the right and easement to construct, modify, or demolish Units, and other structures and improvements without the consent of any Unit Owner, mortgagee or the Trustees of the Condominium Trust and change the exterior and interior style of any future Unit.

#### **11. Rights Reserved to the Condominium Trustees**

Upon twenty-four hour advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Owner involved, or immediately and without

notice 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:

(a) To inspect, maintain, repair or replace the Unit(s) Common Areas and Exclusive Use Areas contained therein or elsewhere.

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

## **12. The Unit Owners' Organization**

The organization through which the unit owners will manage and regulate the Condominium established hereby is COUNTRY CLUB CIRCLE CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under Declaration of Trust of even date to be recorded herewith. The Trust is structured such that the trust body, as a whole, shall be responsible for Common Areas and Facilities and the Limited Common Areas of all Units. Each Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder, all as shown on Schedule C attached hereto. As of the date hereof; the name and address of the original and present Trustee of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

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

## **13. Easement for Encroachment**

If any portion of the Common Area and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the buildings; (b) alteration or repair to the Common Areas and Facilities or Exclusive Use Area's made by or with the consent of the Condominium Trustees; (c) as a result of repair or restoration of the 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 as long as the building involved stands.

## **14. Units Subject to Master Deed, Unit Deed and Condominium Trust**

All present and future owners, leases, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be

amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Unit or entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Condominium Trust, the By-Laws, the deed of the Unit 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.

## **15. Amendments**

Except as otherwise provided in paragraph hereof with respect to amendments adding new phase(s) to the Condominium and Paragraph 15(i) herein, this Master Deed may be amended by an instrument in writing, signed by the owners at the time holding not less than seventy-five percent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by owners at the time holding at least seventy-five percent (75%) of said total voting power of the Owners and the percentage of eligible mortgage holders as stated in paragraph 20 (m) (i) and 20 (m) (ii) of the Master Deed, and duly recorded with the Essex North District Registry of Deeds, provided that:

- (a) The date on which any such instrument is first signed by Owners shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date.
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered, except as stated in Paragraph 15(i).
- (c) Except as provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which would alter the percentage interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all Owners whose percentage of the undivided interest is affected, except as stated in Paragraph 15(i).
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements of the Act shall be of any force or effect.
- (e) No instrument of amendment which purports to affect the Declarant's reserved easements and rights to construct and add additional phase(s) to the Condominium as set



forth in paragraph 17 or elsewhere in this Master Deed or the Declarant's reserved easement and rights to construct, erect or install common use facilities 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 Essex North District Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's easements, and rights set forth in this Master Deed, including but not limited to the Declarant's easements, rights and ability to develop and/or market the condominium, as it may be expanded pursuant to the provisions of paragraph 17 hereof to include additional phase(s), shall be of any force of effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Essex North District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to third party purchasers of all of the Declarant's interest in the interest in the Condominium and the Land (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in this Declaration).

(g) No instrument of amendment which purposes to amend or otherwise affect paragraphs (c) through (f) of this paragraph 15 or paragraph 16 and 17 shall be of any force and effect unless signed by the Declarant, as long as the Declarant owns any interest in the Condominium or the Land.

(h) Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 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.

(i) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit, common area, road, Parking Space, or Parking Easement, in the Condominium, or the Termination Date has not expired, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed and the Trust recorded on this date without the consent of any other unit owners or any of the Trustees, to meet the requirements of any governmental or quasigovernmental body or agency, 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 institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission, or to change the size, height, configuration or placement of any unit so as to conform to the conditions that in fact exist on the ground or confirmed by certified measurements and correct an erroneous percentage interest in a Unit Deed or to make any correction it deems necessary.

## **16. Termination and Removal from Condominium Law**

(a) Until such time as the Declarant has no remaining beneficial interest hereunder, Owners holding one hundred percent (100%) of the total voting power of the Owners hereof shall be required to approve the removal of the Condominium described herein from the provisions of the Act and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest thereunder, the Declarant approves such removal, the approval of Owners holding at least seventy-five (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units, shall also be required for such removal, all as provided for in Section 19 of the Act.

(b) Upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefore set forth in Section 19 of the Act, as Section 19 may be modified by subparagraph (a) herein, the Condominium Trust shall terminate, provided that on or before the date for termination:

(i) written consents to the termination are obtained from the holders of liens upon the Common Land and any of the Units; and

(ii) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies.

#### **17. Declarant's Reserved Rights to Construct and Add Future Phases and to Amend**

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more additional units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

(a) The Declarant shall have the right and easement to add additional land to the Condominium at any time and from time to time by unilateral amendment to this Master Deed. Such additional land may include, any other land, not now shown on the Plan or not now owned by the Declarant. The Declarant shall have the right to assign this right and easement to add additional land to the Condominium and the assignee shall have all of the rights reserved to the Declarant hereunder to add such land and to amend the Master Deed as herein provided.

(b) The Declarant shall also have the right and easement to construct, erect and install on the Condominium Land (including such additional land as the Declarant may add to the Condominium, if any) in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:

(i) Additional Units;

(ii) Additional roads, driveways, parking spaces and areas, walks and paths;

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

- (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) 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;
- (vi) Fences, walls or similar structures on the land containing those Units bordering wetlands;
- (vii) Railings on the land containing those Units bordering wetlands;
- (viii) The right to change the interior or exterior style of any Unit and the price of any Unit;

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in this Master Deed.

Ownership of each building, together with the Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in Declarant (or any one or more Development Rights Grantee), who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales at a price in the Declarant's sole discretion.

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 Units, together with appurtenant Exclusive Use Area's shall be unlimited.

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

(a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed. However, prior to the expiration of the initial seven (7) year period the Declarant reserves the right to extend said right to amend for the purposes herein stated for an additional seven (7) years by recording at the Essex North Registry of Deeds a statement of its decision to extend, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 17 reach the maximum limit allowed by law; or
- (ii) Declarant shall record with the Essex North District Registry of Deeds an unambiguous statement specifically limiting or relinquishing their reserved rights to amend this Master Deed to add additional land and/or new 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 Condominium Land pursuant to the rights reserved to the Declarant under this paragraph 17 except as contained in the documents referenced in paragraph 1D(iii) hereof.

(c) Sizes 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 and Units together with their respective Exclusive Use Area's and Limited Common Area, 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 Units and add same to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire, subject, however, to the limitations contained in the documents referenced herein.

(d) Maximum Number of 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 11 Units.

(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 the Units which are to be added to the Condominium as part of future phases, subject in all cases to the terms and conditions of the documents referenced in paragraph 1D(iii) hereof. Therefore, except as limited by the documents referenced in paragraph 1D(iii) hereof, 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 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 herein.

(f) Right to Designate Exclusive Use Area's as Appurtenant to Future Units. The Declarant reserves the right and easements to designate certain portions of the Common Areas and Facilities for the exclusive use of Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Exclusive Use Area's shall specify the Exclusive Use Area's appurtenant to the Units in such phase(s) if such Exclusive Use Areas are different from those described herein. The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Essex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(a) As amended Exhibit A describing the land being added to the Condominium, if applicable.

(b) An amended Exhibit B describing the Units being added to the Condominium.

(c) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said paragraphs 3, 4 and 5 the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Unit(s).

(d) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the 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 paragraphs 3, 4 and 5 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of new Unit(s). Such percentage ownership shall be calculated in accordance with this Master Deed.

(e) If the Exclusive Use Area's designated as appurtenant to the Unit(s), being added to the Condominium, , a description of such variations so as to identify the new or modified Exclusive Use Area's appurtenant to the new Unit(s). Such description of the new or modified Exclusive Use Area appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Owner of the Unit to which they are appurtenant.

(f) A revised site plan of the Condominium showing the new land, if applicable, the new Unit(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this paragraph 17 shall require the consent, (except as in this paragraph 17 already granted) or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Unit) any Trustee of the Condominium Trust, any Mortgagee or any other party whatsoever, and the only signature which shall be required on any such amendment is that of Declarant or its assigns, as set forth in subparagraph 1(D). All Owners, persons claiming by, through or under Owners, including mortgagees and Trustees of the Condominium Trust shall be deemed to have consented to any such amendment. Any such amendment, when so executed by Declarant or its assigns and recorded with the Essex North District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his 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 square footage of the Unit(s) and the total number of Units. In order to compute each Unit's said Percentage Ownership Interest after the addition of a new Phase, the square footage of the Unit(s) and the number of Unit(s) measured as of the date of the Master Deed Amendment shall be recalculated. The Percentage Interest of the Units will be valued and measured as of the date of the calculation 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 to the condominium. 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 paragraph 17 and expressly agrees to the said alteration of this 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 paragraph 17. In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Owner, other than Declarant, is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the condominium, then Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and delivery any such amendment by and on behalf of and in the name of each such Owner and each 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. 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. Declarant may, at its sole election, exercise this right in whole or in part without the consent of the Unit Owner. Notwithstanding anything to the contrary contained in this Master Deed or the Condominium Trust, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and 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.

Notwithstanding anything to the contrary in this Master Deed or the Condominium Trust, the Declarant hereby reserves the right to amend this Master Deed without consent in order to (a) comply with the requirements of the City of Methuen or any agency or department thereof, or (b) comply with the requirements of any governmental agency or body, or (c) comply with the requirements of any insurance underwriter or insurance regulatory body, or (d) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (e) correct typographical, mathematical, scrivener's or other errors

or to confirm the certified square footage of the units which in turn may adjust the condominium fees up or down.

All Units shall be substantially completed or (f) to make any corrections or additions the Declarant deems necessary or proper 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.

### **18. Declarant's Reserved Rights.**

The Declarant, for himself and his 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 or more common use 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. Such common use facilities may include any facility for common use by the Owners which the Declarant shall deem necessary or desirable, if any. The Declarant may tie into or expand any existing common use facilities in connection with the exercise of its rights under paragraph 18 and as stated herein. Upon substantial completion of such common use facility if constructed, it shall become part of the Common Areas and Facilities of the Condominium; and the Declarant shall turn it 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 paragraph 18, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

The Declarant expressly reserves until the expiration of the Phasing deadline to:

1. Grant easements, including access and utility easements and temporary easements.
2. All construction agents and crews access to the Common Areas to develop future phases and bring in all construction materials necessary..
3. To access the Common Areas and place advertising signs and promotional materials thereon and have a promotional facility or unit thereon.

### **19. Definition of "Declarant".**

(a) For purposes of this Master Deed the Condominium Trust and By-laws, "Declarant" shall have the same meaning as set forth in Section 1 A hereof.

(b) All amendments of this Master Deed executed pursuant to the right, easements and privileges of the Declarant in connection with phasing, specifically including the Declarant's rights, easements and privileges set forth in this Master Deed hereof shall be fully valid if executed by the Declarant or assignee of Declarant's Phasing Rights under recorded instrument, as set forth in Section 1 C hereof and the signature of any party

other than the party holding the Development Rights being exercised by any such Phasing Amendment shall not be required on any such Phasing Amendment of this Master Deed.

**20. Provisions for the Protection of Mortgagees.**

Except as to allow the phasing of the condominium as provided for in paragraph 18 and notwithstanding anything in this Master Deed or in the Condominium Trust and By-Law to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgages) of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Units unpaid common expenses or dues which accrued prior to the acquisition of title to Unit by such First Mortgagee, except as many otherwise be set forth in the Act or Massachusetts law which would entitle the Condominium Association to collect the rolling 6 month lien for fees, late fees, interest and reasonable attorney fees..

(d) Except as provided by the Act (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Unit and/or the Common Areas and Facilities of the Condominium, the Owners and the Condominium Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgages (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

- (i) By any act or omission, seek to abandon or terminate the Condominium; or



(ii) Except as to allow the phasing of the condominium as provided for in paragraph 17 and change the pro-rata interest or obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or, determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; and

(iii) Partition or subdivide any Unit; or

(iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof; or

(v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of the Act.

(e) Consistent with the provisions of the Act, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(f) In no event shall any provision of this Master Deed or the Condominium Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

(g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;

(ii) Any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 17;

(h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

(i) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages;

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holders mortgages;

(iii) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Mortgage Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year within ninety (90) days at the requesting party's expense.

(m) Except for amendments to the Condominium documents of termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 17 hereof;

(i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to

Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:

(a) Voting;

(b) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Project;

(c) Boundaries of any Unit;

(d) The interests in the Common Areas and Facilities; convertibility of Units into Common Areas or of Common Areas into Units;

(e) Imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her Unit;

(f) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units. Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request if not received within thirty (30) days of receipt. An affidavit by the Trustees making reference to this section, when recorded at the Essex North District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions or precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

The Declarant intends that the provisions of this paragraph 20 shall comply with the requirements of FNMA and FHLMC with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. The provisions of this paragraph 20 may not be amended or rescinded without the written consent of sixty-seven (67%) percent the First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Essex North District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

In the event of any conflict between the provisions of paragraph 17 and the provisions of this paragraph 20, the provisions of paragraph 17 shall prevail.

## **21. Sale or Lease of Units.**

(a) Appurtenant Interests. No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Units to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

(b) Sale and Lease Subject to Condominium Documents. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Condominium Trust and By-Laws.

## **22. Severability.**

In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

## **23 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.

## **24. 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 provision hereof.

## **25. Governing Law.**

This Master Deed, the Condominium Trust and By-Laws and the condominium created and regulated thereby, shall be governed in all respects by the Act as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for the Act shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

(a) Such amendment, revision or substitution is by its terms made mandatory on existing condominiums; or

(b) To the extent permitted by applicable law, the Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Essex North District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 25(b) to the contrary, the owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Essex North District Registry of Deeds. If any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market this Condominium, including all its possible future phase(s) in the Declarant's sole discretion.

## **26. Enforcement.**

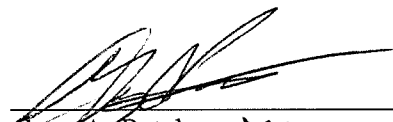
Each Owner shall comply strictly with the provisions of this Master Deed and the other Documents and with the decisions adopted pursuant to said Master Deed and other Documents, and failure to comply shall be grounds for a fine by the Trustees pursuant to the by-Laws of the Condominium Trust or for any actions to recover sums due for damages or injunctive relief, or both, maintainable by the Trustees on behalf of the Owners or in the proper case, by an aggrieved Owner.

27. **Non-Recourse.** Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as an instrument under seal this 27<sup>th</sup> day of August, 2019.

CARRIAGE HOMES, LLC

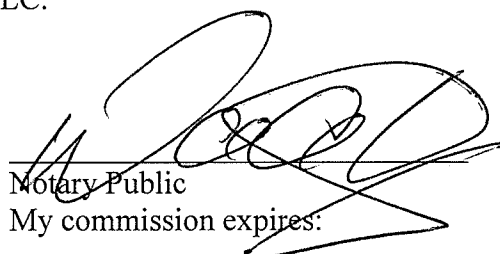
By:

  
Gary A. Patch - Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 27<sup>th</sup> day of August, 2019, before me, the undersigned notary public, personally appeared, Gary A. Patch, proved to me through satisfactory evidence of identification, which were Licenses, 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 manager of Carriage Homes, LLC.

  
Notary Public

My commission expires:

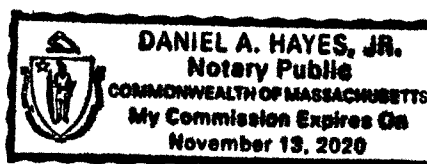


EXHIBIT A  
TO THE MASTER DEED  
OF  
COUNTRY CLUB CIRCLE CONDOMINIUM  
“LAND”

Those certain parcels of land located off Howe Street in Methuen, Essex County, Massachusetts being shown as The Village at Merrimack Greens Phase IV and including home construction areas designed 75 through 85, Pond 1, Pond 2, Wetlands area that is a portion of home construction area 84, and Road (Country Club Circle), as shown on Definitive Site Plan dated June 5, 2013, revised through October 8, 2014, prepared by Thomas E. Neve, Design Engineer/Surveyor, recorded with the Essex North District Registry of Deeds as Plan No. 17451 (“Plan”).

There is specifically included in this conveyance the fee interest in Country Club Circle as shown on Plan 17541. Parcel C as shown on Plan 16242 is included within the bounds of Country Club Circle.

There is specifically excluded from this conveyance the fee interest in Lot 86 as shown on the Plan.

There is granted for the benefit of, as appurtenant to, and to run with the title to the land hereby conveyed and for the separate benefit of each of the homes to be constructed on the premises, the following easements:

1. The Exclusive Use and Access Easement described in easement document dated August 21, 2013, and recorded with the Essex North Registry of Deeds at Book 13606, Page 253, upon the terms and conditions contained therein as if fully restated and set forth herein;
2. The right and easement, in common with all others entitled thereto, to use Kerri Ann Circle and Valley View Way as shown on the plan recorded as Plan No. 15670 for all purposes for which streets and ways are commonly used in the City of Methuen, including without limitation, installation of utilities and access to and egress from the premises and each separate part thereof; and
3. A non-exclusive temporary construction access easement over and across that portion of Lot 86 as shown on the Plan as is currently the travelled way that runs from Valley View Way to the southerly cul de sac of Country Club Circle in the approximate location designated on the plan as Emergency Access & Egress, to be used in common with other entitled thereto. Grantee acknowledges and agrees that portions of Lot 86 are used for parking from time to time and grantee’s use under this access easement shall be enjoyed in common with such parking and other rights exercised by the holder, from time to time, of the fee interest in Lot 86. Grantor, for its successors and assigns in title to Lot 86, for so long as this

temporary easement is in place, agrees that no use of the Lot 86 shall prohibit grantee's exercise of its easement rights hereunder. Grantee indemnifies and holds Grantor and its successors and assigns in title to Lot 86 harmless of and from any and all damage, claims, or causes of action arising out of grantee's exercise of the easement rights referenced in this section. This temporary easement shall automatically terminate at such time as construction of the last home in Phase IV is completed, as evidenced by issuance of Certificate of Occupancy, which may be evidenced by an affidavit attesting to such issuance, recorded with the Registry of Deeds. Grantee acknowledges that Lot 86 is currently a graveled parking area that may or may not be hot-top finished during the time Grantee is building out Phase IV.

For Declarant's title see deed dated July 25, 2016 and recorded at Book 14730, Page 299.



EXHIBIT B  
TO THE MASTER DEED  
OF  
COUNTRY CLUB CIRCLE CONDOMINIUM  
“DESCRIPTION OF BUILDINGS”

The Units comprising Phase I of THE COUNTRY CLUB CIRCLE Condominium is comprised of one Unit.. The Unit is constructed as one-story wood-framed dwellings, with poured concrete foundations, wood siding, and asphalt roofs. The location of the existing unit and the proposed locations of future units are as shown on the Site Plan recorded herewith and may be changed. Each unit contains garage areas and, the benefit of an exclusive use area adjacent to the unit, if so designated and driveway access..

The Units are serviced by public water and sewer service.

During the construction of the Units and until the Phasing is completed Declarant may have promotional material on the common elements in addition to the use a unit(s) for promotional use.

EXHIBIT C  
TO THE MASTER DEED  
OF  
COUNTRY CLUB CIRCLE CONDOMINIUM  
“DESCRIPTION OF UNITS”

PHASE I

NOTES:

1. K = Kitchen; B= Bath; ; BR= Bedroom, G = Garage; ; BA = Basement; D = Deck; GR = Great Room;L = Laundry Room; C = Closet; DR = Dining Room; BH = Bath.
2. Phase 1 has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area adjacent to the unit, as shown on the site plan recorded herewith.
3. Each time the Master Deed is amended to add one or more Units or Phases, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated so that the percentages of undivided interest in the Common Areas and Facilities shall conform with the provisions of the Act.
4. Approximate total floor area is calculated by the measurement of the finished interior walls; total floor area does not include the garage, basement, deck , if any.
5. Units in Phase 1, Proportionate Interests: each have a 100% proportionate interest in common areas.
6. Number of Rooms: Each Unit in Phase 1, Unit 1 contain the following rooms: K, DR, GR, L, B, B, BH, C, B, D, G and BA

Unit 1

Approximate total floor area 1,829 square feet

Garage 392 square feet

Basement 1,777 square feet

Percentage Interest: 9.0909

- The above percentage interest is based upon a full build out of all phases. If not all Phases are completed this unit shall be re-assigned a unit percentage interest upon the final number of units.  
The units will have the exclusive use and easement to use the yard area, decks, patio and individual driveways immediately surrounding or specific to the units as shown on the Site Plan.

